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## The Solicitors' Journal.

LONDON, FEBRUARY 7, 1874.

THE JUDGMENTS of the judges of the Court of Common Pleas in *Boon v. Howard*, reported in Thursday's *Times*, will render it very difficult, unless there is legislation in the interval, for revising barristers satisfactorily to perform their duties at the next registration in many of the most important boroughs in England. The main question raised was as to qualification as borough voters of occupants of single rooms in houses wholly let out to tenants by the landlords. Some three years since the revising barristers for Durham and Exeter decided that occupants of such rooms, not structurally severed, and approached by a common staircase and passage, were not entitled to be registered. Their decisions were formally affirmed by the Court of Common Pleas, the judges being, however, upon that occasion equally divided, Bovill, C.J., and Keating, J., holding that the barristers were wrong; Willes, and Brett, J.J., holding that they were right. (See *Thompson v. Ward, Ellis v. Burch* L. R. 6 C. P. 327, 19 W. R. C. L. Dig. 58.) At the last registration the same question was again raised before a different revising barrister at the Exeter registration. He dissented from his predecessors' ruling, but, of course, stated a case upon the subject. The case was argued last term at great length and the Court reserved judgment until last Saturday, when there was again an equal division of opinion. Keating, J., adhered to the view he had previously expressed, and with him Denman, J., concurred. Brett, J., on the other hand, remained firm to his former opinion, and Honyman, J.—who, however, in deciding against the revising barrister made a subsidiary question of rating the result of his decision—seemed disposed to agree with him. The result is that the revising barrister's decision (which, as we have pointed out, was opposed to that of his predecessor) is again affirmed, and the law is thrown into hopeless confusion. It would appear, therefore, that one of the earliest tasks of the new Parliament ought to be to interpret the interpretation clause of Mr. Disraeli's Reform Act of 1867, according to which "dwelling house" is to include any house or part of a house occupied as a separate dwelling and separately rated to the relief of the poor. If in the exciting political debates which may be expected when Parliament assembles, this question is lost sight of, the conditions upon which the franchise is conferred or withheld will depend upon the individual view which each revising barrister takes of the question. Should he decide against the vote, he will be supported by the high authority of the late Mr. Justice Willes, by the very emphatic and positive opinion of Brett, J., and by the somewhat doubtfully expressed opinion of Honyman, J. Should he decide for the vote, he will be able to appeal to the authority of the late Chief Justice and to the opinions of Keating and Denman, J.J. It is much to be regretted that so important a point, involving as it does many hundreds of votes, should be left uncertain.

THE COURSE OF BUSINESS in the Courts of Common Law in the term just ended has fully illustrated our recent remarks with respect to the sittings in banc. We cannot help expressing a hope that a strenuous endeavour will be made under the new system to devise some means whereby the evils of the present arrangements may be obviated, or at least mitigated. A whole term passes away and a heavy New Trial Paper and Special Paper are hardly touched. One after another of the New Trial Paper days is consumed in the discussion of rules with regard to points of practice; the time of four learned judges being occupied in discussing questions as to whether interrogatories are objectionable, or whether a judge at chambers ought to have ordered particulars. There are very few Special Paper days in a term, and one or two long cases may pretty nearly occupy the whole of them. It is only at the sittings after Term, therefore, when the Courts can devote their whole time to the New Trial and Special Papers, that much progress is made, and then it not unfrequently happens that two judges get through the questions of substance in a little hole and corner kind of court upstairs, while, during the Term, four judges have been sitting in the principal court to determine questions of procedure and practice. During the whole of the term, however, the New Trial Paper is in order, and it is impossible for any one engaged in it to calculate with any degree of certainty when his case may be reached, owing to the presence of the fluctuating and uncertain element of motions. If a separate court for motions were to sit for all the common law courts or common law divisions of the High Court, so as to ensure the whole of the New Trial Paper days being given to new trials, and if some arrangement could be made for putting so many cases in a list for the day—as is done with respect to trials *à nisi prius*—it would be an enormous convenience to all persons concerned in new trials. It might no doubt occasionally lead to the rising of the Court before the end of the day, but this could hardly occur very often if the arrangement were judiciously carried out, and the loss of a little time occasionally in this way will not be so important when terms are abolished, and the result of a case failing to come on on any particular day will no longer involve postponement over a long interval.

THE LORDS JUSTICES had occasion last week to consider the question whether the solicitor's lien for costs on property recovered or preserved in a suit in which he has been employed attaches to moneys paid to his client by way of compromise. The rule seems to be well settled that the solicitor's lien is not allowed to interfere with any *bona fide* compromise or arrangement entered into by his client; but if the motive for compromising is to defeat the lien, the Courts will prevent such a scheme from being successful. "The attorney's right," said Erle, J. in *Brunsdon v. Allard* (7 W. R. 581, 2 El. & El. 19), "certainly goes to this extent, that, if a conspiracy between the plaintiff and defendant, to defraud the attorney of his costs, is clearly made out, the Court will interfere to prevent it." In *Hill v. Hibbit*, the recent case to which we have referred, a lady in destitute circumstances had employed a solicitor to prosecute a claim on her behalf in an administration suit. The Vice-Chancellor and the Court of Appeal had given judgment against her, but counsel had advised her to take her claim up to the House of Lords. At this stage of the proceedings, and when she had incurred costs in favour of her original solicitor amounting to over £3,000, a compromise was entered into between her and the other side, whereby, in consideration of releasing her claim, she was to receive an annuity of £75, to cease in case of any prior or future event which would, but for express provision to the contrary, cause it to be vested in, or payable to, or subject to any charge or lien in favour of, any person other than herself. The solicitor who carried out the compromise for her was not her original solicitor in the suit; and this latter gentleman applied for a declaration that he was entitled under the

provisions of the Attorneys and Solicitors Act (23 & 24 Vict. c. 127, s. 28), to a charge for his costs upon the lady's interest in the annuity, and also for a personal order upon the parties to the suit and their solicitor who had arranged the compromise, and also on the solicitor who had acted in the matter for his former client, to pay the costs which the lady had incurred. The basis of the application was, of course, that the whole arrangement was a mere scheme to defraud the applicant of his costs. The Vice-Chancellor dismissed the application. The appeal was not heard as against the lady, but only as against the other parties; but the judgment of the Lords Justices clearly showed their opinion that, under the circumstances, the applicant had no right to any part of the relief for which he had asked. This decision was clearly in accordance with the authorities, assuming that no design existed for the purpose of defeating the solicitor's lien. It would be difficult to presume such a design merely from the provision in the deed of compromise that the lady's annuity was to cease in the event of any lien attaching to it; the object of the parties plainly being to provide against the chance of the lady's again becoming destitute, and so giving them trouble.

IN THE CASE of *Maynard v. Eaton*, reported in last week's issue of the *Weekly Reporter* (p. 252), a question of some interest was decided. The defendant instructed his brokers to buy shares in a company, and they in the usual course contracted to purchase some of the plaintiff's shares. Before the name day the defendant instructed his brokers to give in the name of his son, an infant, which was accordingly done, and the shares were transferred to the son. The infancy of the son was concealed from all parties. The company soon afterwards went into liquidation, and the vendor's name was put upon the list of contributories. The purchase appears to have been made with the intention of benefiting the son, and this being so there was no question that the vendor's name and not the defendant's was rightly on the list. (See *Maitland's case*, 38 L. J. N. S. Ch. 554, 17 W. R. Ch. Dig. 90.) Under these circumstances the plaintiff filed his bill, and the Vice-Chancellor held him entitled to a full indemnity from the defendant. The decision seems practically to do justice between the parties, but it might have been put on simpler grounds than those on which the Court appears to have based its judgment. The learned Vice-Chancellor seems to have been in a great measure influenced by the rules of the Stock Exchange with reference to the liability of jobbers, and to have treated the defendant as a kind of amateur jobber. Surely this is a somewhat novel application of the principles laid down in *Merry v. Nickalls* (20 W. R. 929, L. R. 13 Eq. 203).

THE FOLLOWING is a list of the new Queen's Counsel, with their respective dates of call:—

Of the Chancery bar, seven members—viz., Mr. W. H. G. Bagshawe (Michaelmas Term, 1848), Mr. Joseph W. Chitty (Easter Term, 1856), Mr. Alfred George Marten (Hilary Term, 1857), Mr. William Pearson (Hilary Term, 1853), Mr. Frederick Waller (Trinity Term, 1848), Mr. John Westlake (Michaelmas Term, 1854), and Mr. T. E. Winslow (Michaelmas Term, 1845).

Of the Common Law Bar—Four members of the Home Circuit, Mr. Charles Clark (Trinity Term, 1830), Mr. Arthur Cohen (Michaelmas Term, 1857), Mr. John P. Murphy (Michaelmas Term, 1856), and Mr. Samuel Joyce (Hilary Term, 1846). One member of the Midland Circuit, Mr. Samuel D. Waddy (Michaelmas Term, 1858), and two members of the Northern Circuit, Mr. Charles H. Hopwood (Trinity Term, 1853), and Mr. Robert G. Williams (Trinity Term, 1857).

It is worthy of remark that within little more than two years the honour of silk has been conferred upon fourteen gentlemen at the Chancery Bar and upon twenty-three gentlemen at the Common Law and Parliamentary Bar; including nine members of the Northern Circuit. The

appointments recently announced bring up the total number of Queen's Counsel now living (excluding those recently appointed to the Bench) to the goodly number of 183.

### SIMPLIFICATION OF THE LAW.

Every law reformer feels it necessary to present some detailed plan of reformation; every law reformer is conscious that in saying that the law needs reform he is only saying what many have said before him, and that he can only gain attention by proposing a practical remedy. But it is too often our fate, as we examine one after another of the schemes put forward, to find that what in name and appearance is practical turns out to be only the project of a speculative imagination, not founded on, or constructed with any reference to, the possibilities and exigencies of parliamentary legislation. We are the more pleased to find in the *Quarterly Review* for January an article under the above heading, written with care, good sense, and evident practical acquaintance with the difficulties of the subject, and we propose shortly to examine the contribution thus made to the question of legal reform.

"The first object to be attained," says the writer, "is a superintending power," and this superintending power he proposes to find in a Committee of Council for Law, "represented by its President having a seat in the Cabinet and in the House of Commons," its functions being exclusively confined to the reform of the law, as contradistinguished from its administration. The Council is to consist of the First Lord of the Treasury, the Chancellor of the Exchequer, the Lord Chancellor, and such other Cabinet Ministers as may be named members of the Committee by Order in Council. This Committee is to have a permanent staff attached to it, "so that the traditions of law reform may be handed on, instead of being violently broken off from time to time by the mere change of the superintending Minister."

The work which this committee is to do is as follows:—First, to complete and perfect the revised edition and the authorised index of the Statutes, great importance being attributed by the writer (and justly) to the authorised index, the annual republication of which, with the necessary corrections, he proposes. The next step is the consolidation of the Statute Law. The writer enumerates five classes of statutes which are to be subjected to this process, with a *residuum*, the consolidation of which is not to be hoped for. The first class is somewhat vaguely described as those which may be consolidated "mechanically," by putting "in a small compass a variety of sections dispersed over numerous Acts." What kind of enactments these may be we are not told, nor can we guess. We do not know, nor do we believe in the existence of any branch even of statute law to which a "scissors and paste" process is properly applicable; and such a collection of miscellaneous sections could only be admitted as a preliminary step to a methodical distribution of their matter. The second class consists of statutes "merely departmental, e.g., Acts relating to the War Office, the Admiralty, the Inland Revenue Office, and so forth;" and the suggestion is made that each department should have the duty cast upon it of causing a consolidation to be made of its departmental statutes. So far as concerns provisions relating exclusively to the internal arrangements of the offices, the idea is a good one, and still better is the suggestion that each department should have power to govern its own officers by Orders in Council to be laid before Parliament. But so far as these statutes touch the outside world, it is obvious that they can only be properly dealt with by a process which would secure that their provisions should be in harmony with similar arrangements elsewhere, and that all such matters must therefore be carefully excluded from the proposed departmental revision or subordinate legislation. The third class relates to procedure, including the law of evidence;

but this branch the writer proposes to withdraw from the Committee of Council, and to refer to the judges with competent paid assistants.

Upon this point we must pause to say a few words. The subject is a pressing one, and will not bear delay. The Act of last session must form a new starting point in all matters relating to procedure, and the promised benefits which are to result from it will be only half attained if it is not followed by a complete remoulding and consolidating of all legislative enactments, whether in the shape of statutes or of general rules, which relate to practice and procedure. It is already generally recognised that unless the whole subject is dealt with in a comprehensive way, there will be great and serious danger of uncertainty and confusion in the administration of the law, and that when the new Act comes into operation we shall be launched into a sea of difficulties. To master a new practice will be a hard enough task, but the difficulty will be a manifold one if the new practice has to be pieced together with remnants of the old. And that the practice should be a new one is inevitable. That it ought to proceed, and that it will proceed, upon the lines of the existing practices of the consolidated courts, so far as possible, we have no doubt; but from the very fact that several practices have to be reduced to a uniformity the code must necessarily be new. The work which is now in the hands of the judges and their assistants is a very different one from the drawing up of the Consolidated Orders in Chancery, or even from the framing of the new rules under the Common Law Procedure Acts of 1852 and 1854, and we sincerely trust the opportunity will not be lost of placing the whole law of procedure before us in the shape of a complete code, repealing all existing statutes and rules on the subject. With respect to this work also, it is not to be lost sight of that the Act of last session still leaves the reorganisation of the judicial system incomplete. The County Courts have yet to be dealt with; and though it is impossible to frame rules to meet a state of things the form of which is not yet determined upon, it is at least possible to take care in framing the rules to separate distinctly from the matter which may now have a permanent shape given to it, the matter which must be looked upon as provisional—that is, whatever relates to the present commerce (if we may so term it) between the County Courts and the High Court newly constituted.

With respect to the law of evidence, that, although in one sense a branch of the law of procedure, and properly so classified, so much stands on a distinct and separate footing that, for the purpose of codification, it falls under a quite different head. When its turn comes, if it ever does come, we trust that the experiment which has been presented to us in the Indian Act will be taken rather as a warning than as an example, and that those who frame a code upon the subject will rather content themselves with the detailed rules which require positive enactment, than attempt to express general principles in every variety of vagueness and inconsistency. The writer of the article to which we are referring has a just apprehension of the practical nature of what is wanted when he refers this head of consolidation also to the judges. In the same class also he puts criminal law, but, except so far as this concerns procedure, we think without reason. The subject is not pressing; the criminal law is already consolidated, though badly, and we should prefer to let that subject rest awhile; it depends very much on social considerations, and raises many delicate and difficult questions, which perhaps the course of time will solve better than can be done at present.

The fourth class consists of statutes dealing with such topics as Poor Relief, Public Health, Highways, &c., and these the writer truly says "can only be dealt with by the patient and systematic passing of consolidation Acts carried on day by day, and year by year, under the control of the Committee of Law." Now this is true, but on the other hand, it is just here, excluding now the question of procedure, that consolidation is most urgently

needed, and it is here, as we think, that consolidation should begin. And, comparatively humble as this labour may seem to be, yet when the number and intricacy of the matters dealt with are considered, and the more than necessary intricacy of the existing statutes, and the degree in which these matters bear upon daily life, we think that merely to attain this object would be well worth the establishment of a special department charged with this function.

We leave this question for a moment to say that the fifth class consists of Acts relating to mercantile dealings of all kinds, and general rules of law, after which there remains a *residuum* of Acts of a very special kind, and Acts relating to constitutional law, which for various reasons either will not admit of, or are not likely to receive consolidation.

We return now to the consideration of the frame of the proposed consolidating department. First, then, we must see what is the work to be assigned to it. Now, it is to be observed that we reject the first, or "scissors and paste," class of consolidating statutes. We need also pay little attention to the second, which is of hardly more than departmental interest, and might, as is suggested, be left to the departments, with a mere control by the proposed body. The third class is already excluded by the writer himself. The fifth must stand over, as the writer also admits, until a general codification of the law is taken in hand, a topic the consideration of which we waive for the moment.

There remains, therefore, practically to be dealt with only the third class, and the question is whether, so far as these are concerned, the machinery proposed is suitable. Now it seems to us that the writer has himself pointed out, in dealing with the second class of statutes, a course which may be properly applied here. If the War and other Government Offices are charged with the duty of consolidating their own arrangements, why should not the various departments of the Home Office and the Local Government Office be charged with the duty of consolidating the various statutes relating to the subjects which they are severally appointed to superintend? It is certain that no one is so well acquainted with the intricacies and difficulties of these perplexing pieces of legislation as the experienced officials who have constantly to apply the statutes in the direction of their own acts, and the acts of the numerous public bodies and public officers whom they are called upon day by day to advise. There are also no other persons who are so familiar with the difficulties not only of the statutes, but of the subject. For every reason, therefore, it would seem that in these matters the departments of Government which have to deal with them administratively should be the persons to consolidate the statute law relating to them, or at least should be co-operators in the first degree in their consolidation. The latter position perhaps rather than the former is that which they should occupy: there is reason to think that the habit of administration is apt to produce a somewhat vague and inaccurate way of dealing with language. Those who are bound to work with such tools as they have will often be disposed to strain a point in favour of the object which was meant to be effected, and to aim at being beneficently illegal; but what we want is language that will be cautiously wide, but never loose. Whether among these officials we should find the faculty of distribution is also doubtful. In offices, especially Government offices, it is often thought better to follow a bad method than to disturb one that is settled, and this must interfere with the power of grouping and dividing matters in a neat and artistic way. Moreover, it is doubtful whether the distribution of matter which would suggest itself most readily to a department of administrative control is that which would be most proper for a statute to be read and applied by the world at large. A third thing which will certainly be wanting is time. Without considerable assistance, the proposed task could never be attempted by



officials who are already so much occupied. Their knowledge, therefore, must be supplemented by such assistance as will supply those elements of accurate language, methodical distribution, and careful and unsparring labour. We should suggest, therefore, that the consolidating statute in any particular branch of law among those now in question should be prepared in the department which has the administrative control of that branch, by some person who should give his undivided attention to the matter (and less than undivided attention will not suffice), acting in conjunction with the permanent officials who are at the head of the particular department. We would suggest further that this consolidation should proceed simultaneously, those who are in charge of the several consolidating statutes agreeing on some general principles of arrangement, and communicating to one another the drafts of the proposed Acts, so that in matters which, though different, are yet related, a harmony may prevail in the general structure and the distribution of matter, and any conflict or inconsistency in their working may be avoided. Further, as in the course of carrying out this process it will inevitably happen that some changes will recommend themselves as necessary or expedient, it would be an extremely useful course, if, when these changes involve any questions of principle, a legislative instruction could (with the sanction of the minister of the department) be obtained, before the draft is settled, authorising in principle the proposed change, so as to remove some of the difficulties which might otherwise obstruct the passing of the consolidating statute.

But now, if we suppose such an undertaking started, we at once see the purpose and utility of the reviewer's proposal that the work should be done under the control and on the responsibility of a recognised public department amenable to Parliamentary control. This superintending authority is wanted for two purposes; to see that the work is carried out by the subordinates charged with its execution, and to be responsible in the House for the introduction of the measures which are to be the fruits of their labours. But the question is, on whom should this duty be imposed? Now, to determine this it must be considered what is the share in this work which a Cabinet minister can be really expected to take? Is it reasonably to be looked for that the proposed President of the Committee of Council on Law will personally compose these consolidation Acts which are to reproduce in clear, succinct, and ordinary language the provisions of multifarious statutes? It is certain that this labour must practically be left to others. What, then, is he to do? He must stimulate the energies of his subordinates, he must read through the result, master its general features (taking its details on trust), and introduce it into the House. It appears to us that all this might be very well done by the Attorney-General; or, if a member of the Cabinet is wanted, by the minister of the department; and that, so far as the consolidation of statute law is concerned, the proposed Committee and President would constitute an office without a function. But the objection will at once be made that this Committee of Council with its President is wanted for the purpose of reviewing and keeping in check current legislation. As to this we say that necessary legislation cannot wait until the pigeon holes are got ready to receive it, though it would be done far more conveniently if the pigeon holes were ready; and that on the other hand it would be premature to construct a machinery the use of which must be suspended until some other preliminary work has been done. When that preliminary work is done, if it is done well, we believe there will be but small difficulty in incorporating the results of future legislation. That a consolidation of the statutes is urgently required we readily admit and insist upon, but we trust that the work will not wait for the construction of the elaborate machine which the writer of the article in question proposes.

## THE NEW SYSTEM OF PLEADING.

### II.

With a view to the consideration of the mode of pleading that is to be hereafter adopted, we should wish to illustrate the distinction we have drawn in a previous article between pleading general allegations of the effect of facts, or what we have termed conclusions, pleading facts themselves, and pleading mere evidence. We call a pleading which should state facts merely because from them the existence of other concrete facts material to the case may be inferred, a pleading of evidence. Suppose, for instance, that the plaintiff's statement complained of the breach of a contract to accept and pay for certain goods, that the defendant had stated by way of defence that the goods were not according to the contract; and then the plaintiff, by way of reply to the defence, stated that the defendant had written a letter to a third person professing himself well satisfied with the goods. This would be pleading evidence, and the replication would be a bad one, because, save as evidence from which another fact material to the issue may be inferred, the fact of the defendant's having written the letter is immaterial. The fact is one from which it may strongly be inferred by the jury that the goods were equal to the quality contracted for; but it would not amount in law to an estoppel, and consequently should not be pleaded. The proper replication of fact would be that the goods were according to the contract. Of what we mean by pleading the effect of facts or conclusions merely, which we contend common law pleadings very often amount to, the common law plea of fraud affords a good example. Now, the existence of fraud is not the existence of a concrete fact, such as an act done, or a written document. Fraud is in some sense an abstraction. It is a moral and legal relation constituted between parties as the effect of certain acts or transactions passing between them. In a system of pleading facts the mode of pleading adopted would be to allege the facts relied on as constituting fraud on the one side, or to deny them on the other; not to allege or deny a mere conclusion of law, or abstract effect of facts. Similarly, as we have in a previous article pointed out, an allegation of a contract is not an allegation of a concrete existing fact, but the allegation of a legal relation created between the parties as the effect of certain existing facts; and so when one party alleges a contract to exist, and the other denies its existence, they are alleging or denying the existence of the effect of facts or a conclusion of law, and the issue raised is ambiguous, as it may be the existence of certain facts constituting a contract, or the conclusion that the facts which do exist amount to a contract which is affirmed or denied.

It seems to us that the most complete mode of pleading would be one in which the parties should be bound to allege the facts upon which their alleged legal right or ground of defence is based, as well as the conclusions of fact or of law which they seek to draw from the facts so alleged. For instance, if the alleged contract were contained in a number of letters, the letters would be set out in the plaintiff's statement, and the plaintiff would allege that they constituted a contract; he would then allege the facts relied on as constituting a breach of the contract, and allege that they constituted a breach of it. The defendant would then, if his defence was that the letters did not amount to a contract, merely deny the allegation of law that the letters amounted to a contract, and the issue would be complete, and would, on the face of it, show that the case was one to be decided by the Court in Banc. Again, for instance, if the contract alleged in the plaintiff's statement was based on verbal communications taking place at interviews, and the defence was that the verbal communications were not truly alleged by the plaintiff, the defendant would simply state that they had not taken place, or allege what, according to his view, their



purport really was, and conclude with appropriate allegations denying the plaintiff's allegation with regard to the existence of a contract. If the defence, on the other hand, were a rescission of the contract, or non-performance of a condition precedent, the defendant would state the facts which he considered to amount to a rescission, and allege, as a conclusion, that a rescission had taken place; and similarly with regard to non-performance of a condition precedent. The plaintiff might then, by way of replication, either traverse the facts and deny the consequent conclusion of fact or of law, or deny that the conclusion of fact or of law, as the case might be, followed. Thus, the defendant's statement would consist either of denial of the actual facts alleged by the plaintiff, or of the conclusion alleged by him to result from such facts, either as matter of fact or of law; or it might both deny the facts and the conclusion. Again, it might allege fresh facts, and a conclusion from them by way of confession and avoidance; and it might contain both denial of the plaintiff's facts and conclusion with matter of confession and avoidance. Similar alternatives would also be open to the plaintiff in his replication. The pleadings thus framed would amount to a complete outline of the case to be proved on either side, and would show when the parties were agreed or otherwise, and what their respective contentions were both of law and of fact. We think that nothing similar to the old objection on the ground of departure should be allowed. The question of law between the parties should be determined on all the pleadings taken together, nothing in the way of demurrer to individual pleadings being allowed. If, by reason of anything in the nature of a change of ground or departure in the replication the defendant should be prejudiced, he ought to be allowed to amend his statement so far as may be requisite, and ample jurisdiction should be given to the court to visit parties with costs who had by their pleadings caused unnecessary expense. It seems to us that the result of a system such as we have sketched out would be that the pleadings would really represent the case involved between the parties, instead of consisting of a number of technical, generalised forms, which may or may not contain the real facts.

It must be remembered, however, we have rather been aiming at the development of a theoretically perfect mode of pleading than committing ourselves to a final judgment as to what in practice will be the best form of pleading to adopt. Various objections may no doubt be urged to the mode we have suggested, and we are far from saying that there is not a great deal of force in some of these objections. It may be alleged, first, that in this mode of pleading there will be great danger of a variance; that it constantly happens in practice that the evidence comes out at the trial differently from the facts as they are supposed to be before the trial, and if the facts have to be alleged on the pleadings, difficulties will arise and injustice will be done by reason of the proof not supporting the pleadings although sufficient to establish the party's case on the merits. We doubt whether in practice this would prove a very formidable objection if the Court has, as it ought to have, power to disregard variances that are not substantial, and very ample power of amendment in conformity with the merits. With respect to real disagreements as to the facts between the parties, i.e., real as affecting the merits, the method of pleading we have suggested would be more likely to call attention to them before trial than the old system of generalised allegations, so that the parties would not be taken by surprise. The great danger of variances arose when both parties masked their case under generalised allegations of law, one of which the facts might not, in the opinion of the court, support, though they might have supported an equally efficacious averment for the purposes of the merits. The court ought to have power to amend all allegations in the pleadings of a formal or technical nature, so as to raise the real question between the parties on the merits, and also to amend all allegations

of fact, where the allegation of the facts as proved would have been equally efficacious to support the amending party's case in point of law as the allegation actually made, unless they are of opinion that the opposite party has been substantially prejudiced. The only ground of prejudice which should be considered as substantial should be that the party has been prejudiced *quoad* the merits, as, for instance, that he is not prepared with evidence which he can satisfy the Court he might have adduced if he had not been misled by the pleadings. We doubt whether a party is entitled to succeed by reason of any technicalities or upon any mere pleading point. To a certain extent litigation will always be a game in which the skill of the pleader and technical adroitness will have a certain effect, independently of the merits, but the forms of procedure ought to minimise that effect as much as possible, whereas the ancient system of law from which we are even now not wholly emancipated tended to increase it. The tendency of the system of pleading which we should wish to see established should be as far as possible to compel each party involved in litigation to state the nature of his grounds of claim or defence as openly and plainly as possible without reference to the effect of mere pleadings, allegations, or technicalities, and it should not be treated as a substantial objection to an amendment that a party is thereby deprived of a mere technical advantage upon which he ought not in justice to be permitted to rely. So far as a litigant not being himself acquainted with the real state of things with regard to any material part of the case has been misled, or diverted from inquiry, or has been prevented from raising a substantial defence which he might otherwise have raised by the way in which his adversary has shaped his case, so far is he entitled to take advantage of technical matters and to resist his opponent's being allowed to establish his case except in strict accordance with his pleadings, but it does not seem to us that he is entitled to shut out the merits on any other ground than that of substantial injustice to himself with regard to the merits.

Again it will, perhaps, be urged that it is not practically reasonable to expect that a party should be prepared to show before the trial how the facts exactly stand, and that he is entitled to make general allegations and support them by the facts as he may be able at the trial, and that it would not be right to oblige him to work up and ascertain all the facts that may support the legal rights claimed or legal allegations made by him before he knows which of such rights or allegations his opponent means to contest. There may be something in this objection, we are free to admit, and it is worthy, no doubt, of consideration; but under the present system it must be remembered that the habitual practice of traversing all the material allegations of an adversary's pleading as a matter of course generally throws on each party the necessity of being prepared at the trial to prove the whole of his case if necessary, though no doubt it frequently happens that in the course of the trial a good deal is practically admitted on both sides. The facts may as well be accurately ascertained sooner as later if the case ultimately comes to trial. It must be admitted, however, that many actions go through the stage of pleading, and then are dropped or settled. It would seem, however, that *prima facie* it is the duty of every litigant before committing himself to litigation to know or investigate for himself, so far as he can have the means of knowledge, the facts upon which his legal rights depend, as far, at any rate, as may be necessary to give a statement of his case.

It will be objected, perhaps, that, by the system of pleading we contemplate too much insight will be given to each side into the other's case. The only substantial ground for this objection seems to be based upon the idea that a fraudulent party would be better enabled to concoct a perjury to meet his antagonist's case when he knows the details of it, than when he has only a general allegation of the effect of it before him. But the obli-

gation to show hands would be mutual and would affect both sides; and it is quite conceivable that it would very often militate against the party fraudulently inclined. Moreover, such a pleading of facts as we contemplate would not necessarily go so minutely into particulars as really to give much advantage to a fraudulent party.

## RECENT DECISIONS.

### EQUITY.

#### AUTHORITY OF A TRUSTEE AFTER A DECREE FOR ADMINISTRATION.

*Bethell v. Abraham*, M.R., 22 W. R. 179, L. R. 17 Eq. 24.

Upon the question how far the authority of a trustee or executor in managing the trust estate is put an end to by a decree for administration, the rule of the Court of Chancery has long been settled. He is not thereby absolutely deprived of his discretion or relieved from his duties; but his discretion can only be exercised under the control of the Court (*Webb v. Shuftesbury*, 7 Ves. 480). Hence when trust funds are to be invested he must obtain a reference to chambers to ascertain the propriety of the proposed investment (see *Widdowson v. Duck*, 3 Mer. 494); and it seems that, however wide may be the powers of investment conferred on trustees, the Court will refuse its assent to any investment of a speculative nature. "The Court," said the Master of the Rolls in *Bethell v. Abraham*, "has to protect the property for all claimants, and even where the trustees have an undisputed power to make a purchase or to make a mortgage, a reference is made generally to chambers, to ascertain the propriety of the investment which is intended to be made, that is to say, its propriety in all respects."

The effect upon the authority of a trustee of the mere filing of a bill seems practically to be very similar. In *Gafe v. Bent* (3 Hare, 245) Wigram, V.C., speaking of a power to appoint new trustees, expressed an opinion that there was no reason why the mere institution of a suit which might never be prosecuted should have the effect of preventing trustees from exercising their discretion, but he added that "if the trustees, by acting independently of the Court after the suit has been instituted, should occasion expense which might have been avoided if they had acted under the direction of the Court, they may be made to pay the expense occasioned by such conduct." (See also *Attorney-General v. Clark*, 1 Beav. 467.) It is tolerably clear that the only safe course for the trustee after a bill for administration has been filed, is to take no step in the management of the estate without seeking the authority of the Court.

### COMMON LAW.

#### SUB-CHARTER—LIEN OF OWNER UNDER ORIGINAL CHARTER-PARTY.

*Tharsis Sulphur and Copper Mining Company v. Culliford*, Q.B., 22 W. R. 46.

In *Peek v. Larsen* (19 W. R. 1045, L. R. 12 Eq. 378) it was held by the Master of the Rolls that a person shipping goods on board a general ship is not bound to accept bills of lading making the goods subject to the provisions of a charter-party of which he had no notice, and which gave the owner a general lien for freight; and the shipper was held entitled to have his goods returned to him, on the master refusing to sign bills of lading except in that form. The present case carries the matter somewhat further. The plaintiffs shipped a cargo of ore under a charter-party which was, in fact, a sub-charter, but without any notice of the original charter; after the cargo had been shipped, the master insisted on signing bills of lading in accordance with the original charter-party, which the shipper accepted under protest. The owner sought to enforce a lien for arrears of hire which the original

charter-party gave him; but in an action of trover the verdict was entered against him, and the Court refused a rule to enter it in his favour. The case of *Peek v. Larsen* does not seem to have been cited; indeed the Court seems to have thought the matter too clear for argument. The defendant contended that the time of sailing was the material time upon the question of notice; but that is obviously too late, the contract of carriage is completed in substance, though not in form, as soon as the goods are loaded, and its performance has then actually commenced. The plaintiff in *Peek v. Larsen* might, if he pleased, have relied on his right to have the goods carried to New Brunswick and to claim them there on payment of freight, without regard to the general lien claimed.

### CRIMINAL LAW.

#### RAPE.

*Reg. v. Barratt*, C. C. R., 22 W. R. 136, L. R. 2 C. C. R. 81.

Upon the question under what circumstances a man could be convicted of rape upon an idiot, the case of *Reg. v. Fletcher* (14 W. R. 774, L. R. 1 C. C. R. 39) was thought by many to be inconsistent with the decision in the earlier case of *Reg. v. Fletcher* (7 W. R. 204), and as Kelly, C.B., in the present case professed himself unable to discover the distinction, this is not, perhaps, to be wondered at. That there is a distinction will, we think, be plain to any one upon a careful comparison of the evidence in the two cases, but we cannot deny that the distinction is rather thin. That, indeed, is no more than often happens, if the evidence in one case is compared with that in another similar case, but in such cases it is commonly more convenient to leave this doubtful margin to the decision of the jury than to decide it as a question of law, and when on such a narrow issue the latter course is taken, the decision naturally looks like a decision, not as to the sufficiency of evidence, but on the principle which governs the evidence. We have it, however, on the authority of the Court in the present case, that the decision in the first case of *Reg. v. Fletcher* is in no respect varied or weakened by the second, and that the direction there approved is the right one—namely, that if the girl was in such an idiotic state that she did not know what the prisoner was doing, and the prisoner was aware of her being in that state, the jury may find him guilty of a rape, though if the girl from animal instinct consented, it would be otherwise. Notwithstanding the qualification contained in the last clause (which in connection with what goes before is hardly intelligible, and will not therefore go for much) there ought not to be much difficulty in obtaining the conviction of any one who takes advantage of the imbecile condition of an idiot to have connection with her.

On Saturday evening last there was a large gathering of past and present members of the Northern Circuit at the Albion Tavern, at a farewell dinner given to Sir Samuel Martin. Among the former members present were Lord Justice Mellish, Mr. Justice Blackburn, Mr. Justice Brett, Baron Cleasby, Mr. Justice Quain, Sir Lawrence Peel, Sir Frederick Pollock, the Hon. A. Liddell, Q.C., Sir Thomas Henry, Sir Henry Holland, Mr. J. A. Russell, Q.C., Sergeant Wheeler, Master G. F. Pollock, and Mr. Whigham. Among the present members there were Mr. Aspinall, Q.C., Mr. Kempsey, Q.C., Mr. Temple, Q.C., Mr. Herschell, Q.C., Mr. Pope, Q.C., Mr. Aston, Q.C., Mr. Torr, Q.C., Mr. Littler, Q.C., Dr. Spinks, Q.C., Mr. Barstow, Mr. Foard, Mr. Hugh Shield, Mr. R. G. Williams, Mr. Edwards, Mr. J. Shiel, Mr. J. E. Hill, Mr. Baxter, Mr. C. Coleman, Mr. Wood, Mr. McConnell, Mr. Threlfall, &c. Many members were prevented from attending by election engagements, but in spite of this nearly ninety gentlemen sat down to dinner. The chair was taken by Mr. Pickering, Q.C., and the toast of the evening, "Health and Long Life to Sir Samuel Martin," was enthusiastically drunk.

## REVIEWS.

## LAW OF LUNACY.

*Manual of Lunacy.* A Handbook relating to the Legal Care and Treatment of the Insane. By LYTLETON S. WINSLOW, M.B. and M.D. Cantab., M.R.C.P. Lond., D.C.L. Oxon. Smith, Elder, & Co.

Dr. Forbes Winslow, in a preface to this book, advances, as he says, with his son "to the footlights of the great stage of letters, and after an affectionate grip of the hand, and a few cheering and stimulating words," leaves "him to the kind judgment of his audience—the critics." If for "grip of the hand" we read "pat on the back," the simile will more nearly express the paternal function fulfilled in this preface. The father certifies to the care and industry of the son; to the accuracy of his data, and to his practical experience regarding the laws regulating asylums. So far the certificate may possess some value; for the writer, for the most part, speaks of what he knows. But when he expresses his belief that "the book will be of great value as one of reference to lawyers," he wanders beyond his sphere, and naturally falls into a mistake. We can scarcely imagine that the book was intended for the use of lawyers; but whether this is so or not, we are clear that it can be of little service to them. Take, for instance, chapter 8 on commissions on lunacy and Chancery lunatics—the part of the book most interesting to lawyers—we find in it little information likely to be of practical value. Thus on the subject of the powers of a committee of the estate, we find a general statement that "he must arrange the proper investment of the money, and manage everything connected with the lunatic's property; but before taking any extraordinary step in the management he must obtain the consent of the Lord Chancellor or Master." What is to be considered as an ordinary and what as an extraordinary step in the management, Mr. Winslow does not tell us. Again, on the subject of the passing of committees' accounts we find a statement (p. 128) that a committee "is required to pass his annual accounts at a certain time to be appointed by the master," and a warning that "he must be very particular and precise in dealing with receipts, and payments and other moneys, as he is liable to be discharged for any irregularity; and in the event of the death of the lunatic he may be called upon by a suit of Chancery (*sic*) to produce an account of his dealings;" but no explanation is vouchsafed as to the mode in which the passing of the accounts is to be obtained. We are told (p. 128) that "the committee of the estate will have the absolute power to arrange for the letting by yearly tenancy, but not on lease, of any houses or land that belong to the lunatic"; but no reference is made to the fact that the committee possessed of this "absolute power to arrange," must not reduce the rent of any tenant without the sanction of the Court (see *Re Fitch*, 1 Russ. & My. 354). No explanation is given as to the course of proceeding to be adopted where a lease of the lunatic's property is required. Throughout the book there are hardly any references to authorities for the propositions in the text.

The work in fact is intended as a guide for medical men on the points of the law of lunacy which concern them, and, as such, we think it may be found useful. It contains a very full abstract of the Lunacy Act, and elaborate directions as to the management of asylums and licensed houses. An epitome of lunacy law in Scotland, Ireland, France, Belgium, Germany, the United States, and America, is also given, and a concluding chapter is devoted to definitions and explanations of terms used to denote various forms of insanity. At the close of this chapter there are some remarks on medical evidence, which may be studied with advantage by the author's brethren. We ought not to omit to mention some interesting lunacy statistics, and an introductory chapter on the history of lunacy legislation. We must confess,

however, that we do not very clearly see the connection between the madness of Saul (p. 1) and the history of lunacy legislation.

## THE RULES OF THE JUDICATURE ACT.

*A Practical Guide to the Law and Practice under the Rules of the Supreme Court of Judicature Act, 1873.* By S. P. BUTLER-HOOK, Solicitor. Reeves & Turner. 1874.

Mr. Hook prefaces his account of the "practice under the existing rules of the Judicature Act" with an analysis of the Act, the accuracy of which we cannot commend. We find, for instance, section 35 broadly stated as follows:—"The plaintiff has the option of choosing in what Division he will sue," without the slightest reference to the effect of the important words "subject to any rules of Court, and to the provisions hereinbefore contained, and to the power of transfer," with which the section is prefaced. Section 27 is thus condensed—"Vacations are to be made as the judges of the Supreme Court shall recommend, and shall come into force immediately on the passing of this Act." We are under the impression that it is not the vacations, but the section that is to come into force on the passing of the Act. But the most curious paraphrase is that of section 87, which is thus stated—"Solicitors and attorneys are empowered to practise in any court; their jurisdiction shall be transferred to the High Court of Justice, and they shall be called 'solicitors of the Supreme Court.'" Coming to the account of the practice under the rules, the very first sentence occasioned us some astonishment—"The next important feature as to the practice under the Act is the provision made for abolishing all written evidence." What then is the meaning of the provisions in rules 36 and 37 that by agreement between the parties; or apparently by rules of Court applicable to any particular class of cases; or by order of the Court or a judge, affidavits may be read, and that evidence may be given by affidavit upon any interlocutory application? And can Mr. Hook favour us with the words in rule 15 which contain the authority for his statement (page 28) that under that rule infants may sue "without a next friend"? The provision in all the copies of rule 15 we have seen is that infants may sue as plaintiffs by their next friends, and that married women (only) may by leave of the Court sue or defend without their husbands and without a next friend on giving such security (if any) for costs as the Court may require. Carelessness of this kind is as inexplicable as it is inexcusable; more especially as the rules are printed in full at the end of the work.

## THE REVISED STATUTES.

*The Statutes.* Revised Edition. Vol. III. By ATTORNEY. Eyre & Spottiswoode.

This volume contains the statutes from 41 Geo. 3, c. 1, to 51 Geo. 3, c. 128, and includes the existing Acts in about four of the volumes of the large quarto edition of the statutes. The paper, typography, and editorial care are all that could be desired, and the only fault that can be found with this admirable edition is the slowness of its appearance. As to this, however, we have the assurance of the editor that Vol. 5, bringing the work down to the reign of George IV., is actually in the press. Considering the number of volumes yet to be issued it is much to be desired that the forthcoming volume may not be the only one to see the light this year.

## NOTANDA.

*The Notanda Digest.* By TENISON EDWARDS, Esq., Barrister-at-law; E. M. MASKELYNE, Esq., Barrister-at-law; and CHAS. C. M. DALE, Esq., Barrister-at-law. From October, 1862, to December, 1872. Stevens & Sons.

The object of "Notanda" needs little explanation



by and that afforded by the name. The publication was intended to make the noting up of cases an easy and indeed mechanical process. The point to be noted is concisely stated and neatly printed, with the name and date of the case, in a size suitable for pasting in the margins of text-books, and the name of the text-book and the page at which each note should be placed are specified. This book consists of the two series of "Notanda," extending from 1862 to 1872, with a synoptical index, an index to "Notanda" on statutes, and a table of cases. The synoptical index seems to be intelligently constructed, but we doubt whether it will convert into a convenient digest a publication intended for a wholly different purpose.

#### WORKS RECEIVED.

**A Guide to Election Law and the Law and Practice of Election Petitions.** By the HON. CHANDOS LEIGH, M.A., and HENRY D. LE MARCHANT, M.A., Barristers-at-Law. Second Edition. DAVIS & SON.

**Building Societies and Borrowers.** By ROLLA ROUSE, Barrister-at-Law. W. Maxwell & Son.

#### NOTES.

In *Phillips's case* in the European Arbitration, to which we recently referred, and in which the question was as to the validity of a transfer of shares made by Phillips to a pauper, in consideration of £29 10s. paid by the transferor, of which amount £7 15s. only had been received by the pauper, £10 by Birmingham, a transfer clerk of the society, and the remainder by a sharedealer called Bensusan and his clerk, Lord Romilly delivered judgment on Monday last, declaring the transfer invalid. According to the *Times* his Lordship said, in the course of his judgment—"Though I disapprove the practice of throwing the debts of the company on the remaining shareholders, yet I do not mean to lay down that, where a person seeks to speculate in shares that are worth less than nothing in the market in the hope that something may ultimately come out of them, he may not do so. However, I repeat that, in all such transactions, in order to make a valid transfer which shall bind the shareholders of the company, who trust their affairs entirely to the directors, it is essential that the full transaction shall be laid before the directors in all its details, and that no officer of the company, particularly one so important as the transfer clerk, who has the care of the books, shall have any pecuniary advantage arising from it. These transactions are very complicated, and the object of the persons who are engaged in them is to mix them up in such a manner that it is very difficult to unravel them. It is for this reason that I have stated that the burden of proof—and in this I have followed Lord Westbury—lies upon the transferor, and that it is his duty to show that everything that is material for the decision of the directors has been brought carefully to their attention."

The town clerk of Manchester in giving instructions to the presiding officers appointed for the various booths in Manchester, remarked upon a practice which had prevailed at previous elections to send from the candidate's committee room to the personating agent for the list upon which the names of the voters who had polled were marked, in exchange for a new list, and those lists were constantly passing backwards and forwards between the personating agent and the committee room. That, he said, was a flagrant violation of the Ballot Act, and any person doing it was liable to punishment. If the presiding officer saw anything of the kind done it would be his duty to call the attention of the personating agent to the fact that he was grossly violating the Act of Parliament as well as the declaration he had made. With regard to illiterate voters presenting cards at the polling booths, the town clerk remarked that the presiding officers would of course have to exercise their discretion; but when there were only four candidates altogether, if a voter could not tell the names of the two he wished to vote for, that voter had better go home. There was really no excuse on the

present occasion for a voter presenting a card, and if any voter did so he would advise the presiding officer simply to throw it under the table.

The *American Law Review*, in an article on the Judicature Act, mentions a curious reason for prolonging suits which exist in the United States. "Another matter may be mentioned in connection with the subject of costs, which makes litigation cheap for debtors unwilling to pay their debts, and that is, the interest which is allowed on debts and on verdicts. The interest allowed is estimated at the rate of six per cent. yearly, which is always less than a person with good credit would have to pay if he wished to borrow. As long as this remains so, there will be a direct pecuniary inducement for the debtor to prolong the suit as much as possible. If it is inconvenient for him to pay, he may safely calculate on an immunity, lasting from one to two years; the costs of court are so small that he can readily afford to pay them as a consideration for the protection against his creditor which the law affords him, and the interest is less than he would have to pay in the market. It is probable that a different effect would be produced if, instead of this, the rule were established that the interest, after the commencement of an action, should be estimated at the rate of ten per cent., or some higher rate, until payment, and that the inducement to dilatory defences would be materially diminished. The legislator would at least have some ground for thinking that he had offered to debtors a reason for paying their debts before an action, instead of a reason for postponing payment till judgment and execution."

Owing to an omission of the printers to make an alteration marked in a proof, an absurd mistake appeared in the first note in our last week's issue. For "injunction" in line 5 of the note on p. 241 there should, of course, be read "inquiry."

#### GENERAL CORRESPONDENCE.

\* \* "A Managing Clerk of Thirty Years Standing" has omitted to forward his name.

#### COURTS.

##### COURT OF BANKRUPTCY.

(Before Mr. Registrar PEPTS, sitting as Chief Judge.)

Jan. 10.—*Ex parte Smith, re Angerstein.*

*A. by deed poll, dated 11th May, 1871, appointed a sum of £5,000 in favour of his son, and the money was paid to A. or to his account with his bankers, in order to recoup payments already made by A. on account of the son's debts.*

*On the 28th of July following an adjudication of bankruptcy was obtained against the son founded upon an act of bankruptcy committed by him on the 9th of March.*

*Upon application being made by the trustee for payment to him of the £5,000,*

*Held, that he was entitled to it as property acquired by or devolving upon the bankrupt during the continuance of the bankruptcy.*

This was an application on behalf of the trustee for an order or declaration that a sum of £5,000, or thereabouts, being a portion of a sum of £6,396 appointed by Mr. William Angerstein, the father of the bankrupt, in favour of the bankrupt, under a deed poll dated 11th May, 1871, and paid to Mr. William Angerstein, or to his account with Messrs. Cox & Co., bankers, Craig's-court, on or about the 20th May, 1871, belonged to or formed part of the bankrupt's estate, and for payment of the amount to the trustee.

The facts appeared to be in substance as follows:—

In January, 1871, Mr. Julius Angerstein, the present bankrupt, being in difficulties, his father, Mr. William Angerstein, with a view of averting bankruptcy, and of avoiding the necessity of his son's having to leave the regiment of Guards, to which he then belonged, consulted his then solicitors, Messrs. Meynell & Pemberton, as to the steps that should be taken for extricating him from his embarrassments. Contrary to Mr. Meynell's advice, as appears by his own affidavit, it was ultimately arranged that the

necessary funds should be raised by the execution by the said Mr. Angerstein, in favour of his said son Julius, of a power of appointment which he possessed under the will of his father, Mr. John Angerstein, and instructions were given to Mr. Meynell to carry out such arrangements.

Subsequently, namely, on the 1st of March of the same year, Mr. William Angerstein changed his solicitors and gave the conduct of his business to Messrs. Farrer & Ouvry, by whom the appointment was ultimately prepared. This appointment was executed on the 11th of May; the proceeds of the sale of the Consols so appointed were paid to Messrs. Farrer & Ouvry, the solicitors to the father; and on the 17th Mr. Julius Angerstein executed a release to the trustees under Mr. John Angerstein's will. In the meantime, namely, on or about the 28th of February, an account had been opened at Messrs. Cox & Co's, and on this account cheques had been drawn, first by Messrs. Meynell & Pemberton, and afterwards by Messrs. Farrer & Ouvry, on the authority of Mr. William Angerstein, for the payment of the debts of the present bankrupt.

Sums to the amount of about £4,600 had been drawn out in this way prior to the 17th of May, when the sum of £5,000, which forms the subject of the present motion, was paid into this account by Messrs. Farrer & Ouvry. The amounts so drawn out had been advanced by Messrs. Cox & Co, who had, in the usual manner, charged interest on their advances. Pending these arrangements, a debtors summons had been issued from this court at the suit of one Morris against Mr. Julius Angerstein. This summons was taken out on January 31st, and was served by substituted service on February 11th. Mr. Morris's claim was never satisfied.

The time limited by the debtors summons expired on the 9th of March, and on that day, therefore, the act of bankruptcy became complete. Some delay took place in taking further proceedings, but ultimately a petition was presented on the 22nd of May, served on the 26th, and an adjudication in bankruptcy was made on July the 28th, and on the 29th of September the present trustee was appointed.

Mr. Meynell, solicitor, in his affidavit stated:—"1. I well remember Mr. William Angerstein and his son, the above-named Julius Charles Frederick Angerstein, calling upon me at Whitehall-place aforesaid about the 7th of January, 1871, with reference to the pecuniary position and liabilities of the said Julius Charles Frederick Angerstein, and advising with them as to the payment and discharge of such liabilities." And in the second paragraph, "on a former occasion the said William Angerstein had assisted the said Julius Charles Frederick Angerstein in the payment of his debts to a very large amount, and this, as well as other circumstances, induced me to advise, and I did advise the said William Angerstein that the said Julius Charles Frederick Angerstein should quit London and the Guards and exchange into some regiment on foreign service, and that thereupon an arrangement might be made for settlement of his affairs. The said William Angerstein, as well as other members of his family, as also the said Julius Charles Frederick Angerstein, were however very anxious that the said Julius Charles Frederick Angerstein should retain his position as lieutenant in her Majesty's Regiment of Foot Guards, for which purpose it was essential that the said debts and liabilities should be discharged, and, notwithstanding my advice to the contrary, it was arranged that the said debts and liabilities should be paid, and for that purpose that the necessary sum of money should be raised by the execution by the said William Angerstein of an appointment in favour of the said Julius Charles Frederick Angerstein of a portion of a fund over which he, the said William Angerstein, had a power of appointment, and instructions were accordingly given to me to carry out such arrangements."

*Rezburgh, Q.C., R. Griffiths, and Straight*, in support of the motion.—The amount claimed is property acquired by the bankrupt during the continuance of the bankruptcy: section 15, Bankruptcy Act, 1869, sub-section 3. There is a clear act of bankruptcy before the payment was made. The payment constitutes a fraudulent preference.

*The Hon. A. Thesiger, Q.C., Winslow, and F. H. Linklater*, for the respondent.—The money was paid in pursuance of an agreement previously entered into, and such a specific appropriation of the proceeds of the appointment had been made as to bring the case within that of *Hutchinson v. Heyworth*, 9 Ad. & E. 375. The following authorities were also cited: *Hunt v. Mortimer*, 10 B. & C. 44; *Toovey*

*v. Milne*, 2 B. & Ald. 683; *Ex parte Tempest*, 19 W. R. 137, L. R. 6 Ch. 70; *Mercer v. Peterson*, 15 W. R. 1179, 16 W. R. 486, L. R. 2 Ex. 304, L. R. 3 Ex. 104; *Re Hercules Insurance Company*, 20 W. R. Ch. Dig. 45, 50, L. R. 13 Eq. 566; *Bills v. Smith*, 13 W. R. 407.

*Perry, Registrar*.—In this case no attempt was made, and I believe no attempt could have been successfully made, to dispute the position, that the title of the trustee has relation back to the commission of the act of bankruptcy, which in this instance took place on the 9th of March, when the period allowed for the payment of a debt under a debtors summons had expired.

The consequence therefore would follow that any property in the possession of the bankrupt on the 9th of March, or subsequently acquired by him during the continuance of the bankruptcy, would pass to and become the property of his trustee, unless that property were affected by some special considerations which would remove it from the ordinary operation of the bankruptcy laws. The object of the respondent in this case has been to show that the property now in question is subject to some such special considerations, and it has been ably argued that such a specific appropriation of the proceeds of the appointment had been made as would bring the case within that of *Hutchinson v. Heyworth*, 9 A. & E. 375, and numerous other cases cited by Mr. Thesiger. It will not be necessary for me to go through those cases unless I can satisfy myself that there was such a valid and binding agreement between the father and the son as would amount to such a specific appropriation of the fund to be raised by the appointment as would bring this case under the authority of those cited.

The question therefore arises, what is the evidence of the existence of a valid and binding agreement entered into between the father and the son prior to any act of bankruptcy committed by the latter—and this agreement must be—not that if you, the father, will appoint a sum to me, I, the son, will pay my debts out of it, which would have been a perfectly good and binding agreement, but that, if you, the father, pay my debts for me, I, the son, will recoup you out of the proceeds of the appointment when you have made it.

And this seems to be a fitting occasion for the observation that it appears to me exceedingly questionable whether such an agreement, if it can be proved to have existed, would not have invalidated the appointment altogether. The point was not taken before me in argument because it was obviously not the interest of either of the parties to the present litigation to take it, and those who could avail themselves of it, namely the other objects of the power, or those entitled to take in default of appointment, are not before the Court. It is not my province to determine the question, but it seemed impossible to pass it over altogether without notice.

Putting this question aside, what is the evidence as to the alleged agreement? Written agreement there is confessedly none. Are we, then, to assume a parol agreement upon the affidavit of Mr. Meynell. [His Honour read the affidavit.] Is there any word in this affidavit to show that there was an agreement that the father should advance the money and be recouped by the son? All that this affidavit proves is that an arrangement was made that the debts should be paid out of funds to be raised by the appointment, and if this had in point of fact been done this question would never have arisen. It would have been a simple and unimpeachable transaction. But this is not done, and after an interval of more than six weeks Mr. Angerstein changes his solicitors and employs Messrs. Farrer and Ouvry. We turn, then, to Mr. Farrer's affidavit:—

"1. On the 1st of March, 1873, Mr. William Angerstein of Stratton-street, the father of the above named bankrupt, informed me of the position of the said Julius Charles Frederick Angerstein as to his pecuniary liabilities, and of the arrangements made by him for the purpose of discharging the said debts through Messrs. Cox & Co, the Army Agents, of Craig's-court, Charing Cross, with whom arrangements had been made to honour my drafts on them for the payment of such debts.

"2. I had several interviews after that with the said William Angerstein and the said Julius Charles Frederick Angerstein, with reference to the payment of the debts of the said Julius Charles Frederick Angerstein, and the mode in which, and the fund out of which, such debts were to be paid, and from the conversations which then took

place, it was from the first, and throughout distinctly arranged, that the said debts were to be paid out of a sum to be raised by the execution by the said William Angerstein in favour of the said Julius Charles Frederick Angerstein of an appointment of a sum of Consols, part of a large sum over which the said William Angerstein had the power of appointment in favour of any one or more of his children; the proceeds of the sale of which Consols so to be appointed were to be specifically appropriated to the payment of the said debts." Do we find here any traces of such an agreement as we have been supposing necessary to render the transaction valid?

Mr. Farrer no doubt knew of this arrangement with Messrs. Cox & Co., but it does not appear that the son was any party to it, and throughout all the business transactions between Mr. W. Angerstein and Messrs. Farrer, as detailed in their bill of costs which has been put in evidence, the son never appears to have been consulted. On the first occasion when the matter was mentioned to Mr. Meynell he accompanied his father, and may be held to have been a consenting party to the arrangement then come to, but as I have observed above there is no evidence that the payment of the debts by the father formed any part of such arrangement.

In Mr. William Angerstein's own affidavit, paragraph 8, he says, "I had then the power of appointment under my father's will over certain moneys in favour of any one or more of my children, including my said son Julius Charles Frederick Angerstein, and it was agreed between my said son and myself that if I executed an appointment in his favour over a portion of such sum sufficient to pay the said debts, the amount received under such appointment should be applied in paying the said debts which were to be discharged through me." He no doubt says that there was an agreement with his son that if he the father, would exercise the power of appointment in his favour, the son would use the money in paying the debts, and that the debts should be paid through him. But even that does not go to the length of saying that if the father advanced the money it should be repaid by the son out of this specific fund when appointed.

But it has been argued that the father did not advance the money; Messrs. Cox & Hammersley advanced the money, and have charged for interest, and this interest forms an item in their account, which they charge against the credit of the £5,000, which was ultimately paid to them. The advance therefore was made to the son, and was paid for out of the funds which came into the son's hands immediately on the execution of the power of appointment.

But what does Mr. Hammersley say? "I understood that the object for which the account was opened was the payment of the debts of the said Julius Charles Frederick Angerstein, by means of cheques drawn upon my firm by the said William Angerstein (or persons authorised by him), who were responsible to my firm for the payment of the sums which were paid by such cheques, and I understood that the amounts so paid upon such drafts were to be recouped by the said Julius Charles Frederick Angerstein out of a sum of money intended to be raised under some arrangement between him and the said William Angerstein, by the execution by the said William Angerstein of an appointment in favour of the said Julius Charles Frederick Angerstein, under certain powers given to the said William Angerstein. The cheques were to be drawn by William Angerstein, or persons authorised by him, who were responsible to my firm. These sums were then advanced on Mr. William Angerstein's credit, and the account was just as much his own account as if it had been opened at his ordinary bankers."

In the prolonged examinations of the father and the son, which were held in private before me in this court, this alleged agreement was never set up by either of them, and during the whole period that elapsed between the 7th of January, when the arrangement was first made with Mr. Meynell, and the 11th of May, when the appointment was finally executed, Mr. William Angerstein seems to have considered himself perfectly at liberty to withdraw from the alleged agreement if his son did not conduct himself to his satisfaction, while during a great part of that time the amount to be raised, and the manner of raising it appear to have been still matters of discussion with Messrs. Farrer.

Had there been on the 7th of January, when the father and the son and Mr. Meynell met at the office of the latter,

such a valid and binding agreement as is now sought to be set up, would it have taken four months to carry it out, and would there have been such a total want of recognition as is shown by the acts of the supposed parties to it?

I have come, therefore, to the conclusion that no such agreement has been proved, and that for want of such proof of the specific appropriation of that portion of the fund raised by the execution of the power of appointment, it having come into the possession of the bankrupt on the 11th day of May, subsequently to the commitment by him of an act of bankruptcy, it became then immediately vested in his trustee, and must be repaid to his trustee.

I must, therefore, make the order in the terms of the notice of motion, but I cannot refrain from adding that I have come to this conclusion with great regret. The transaction, had it only been carried out in a slightly different manner, would have been a perfectly legitimate one; and, under all the circumstances of the case, I am not prepared to make any order as to costs.

Solicitors for the trustees, Lumley & Lumley.

Solicitors for the respondent, Linklater, Hackwood & Co.

(Before Mr. Registrar SPRING-RICE, sitting as Chief Judge.)

Jan. 31.—*Ex parte Nicoll, re Nicoll.*

*Solicitor's costs—Proof for—Taxation—Proxy—Protest.*

*A solicitor has a right to prove under liquidation proceedings for the amount of his bill of costs due from the debtor, notwithstanding that the bill has never been taxed.*

*A creditor appoints a proxy to act for him under liquidation proceedings, and the proxy at the meeting of creditors signs a "protest" against a resolution produced to the meeting.*

*Held, that the creditor is not debarred from signing the resolution for a composition before presentation thereof to the registrar.*

This was an appeal from an order of Mr. Registrar Keene refusing to register the resolutions passed by the creditors at the first and confirmatory meetings held on the 28th November last, and the 9th December, on the ground that the confirmatory resolution, purporting to be passed at the last-mentioned meeting, was not carried by the majority in number of creditors assembled, as required by the Bankruptcy Act, 1869.

It appeared that at the first meeting an extraordinary resolution was passed by the statutory majority of creditors assembled, that a composition of 7s. in the pound should be accepted in satisfaction of the debts, payable by instalments.

At the second meeting, as appeared by the list of creditors assembled, forty creditors voted for the resolution, and forty-two creditors dissented therefrom. The total amount proved by the assenting creditors was £43,501 9s. 11d., and the total amount proved by dissenting creditors was £9,798, showing a majority in value in favour of the resolution of more than three-fourths. Mr. Registrar Keene disallowed the proofs and votes of Messrs. Morley & Shirreff, claiming to be creditors for £980, of Mr. Head, a creditor for £161 19s. 4d., and of Messrs. Rowland & Fraser, and refused to register in consequence of the necessary majority in number not having been obtained.

Messrs. Morley & Shirreff and Mr. Head were solicitors who had been professionally engaged for the debtor, and the amount of their claims was admitted by him, although the bills had not been taxed.

Messrs. Rowland & Fraser appointed a proxy to represent them at the first meeting, and he attended and signed a "protest" against the acceptance of the composition, but a day or two afterwards, and before the resolution in favour of a composition was tendered for registration, Mr. Fraser withdrew the protest and signed the resolution.

*De Gez, Q.C., and Bagley, for the appellant.*—The solicitors have a right to prove their debts for costs. The amounts are ascertained, and not mere estimates, as in *Ex parte Ruffle, re Dummelow*, 21 W. R. 932, L. R. 8 Ch. 597. Moreover the debtor admits the debts, and is bound to tender the amount of the composition upon them: *Ex parte Peacock, re Duffield*, 21 W. R. 756, L. R. 8 Ch. 632. As to the second point we say that the case falls within the principle of *Ex parte Pooley*, 18 W. R. 1013, L. R. 5 Ch. 722; and it is quite competent to the creditor to sign the resolution after the meeting. The "protest" goes for



nothing, because, by rule 275, "Only such resolutions as are reduced into writing, and are signed by or on behalf of the statutory majority of the creditors assembled at a meeting shall be taken cognizance of by the Court, but the signatures of such creditors may be subscribed subsequently to the meeting, but prior to the filing or registration of the resolution": *Ex parte Orde, Re Horsley*, 19 W. R. 1103, L. R. 6 Ch. 881. A protest is no resolution.

Brough, for Messrs. Drege, as to the objection to the proofs by Messrs. Morley & Shirreff and Mr. Head.—The present case comes within the principle of *Ex parte Ruffe* (*ubi sup.*) Section 16, sub-section 3, provides that a creditor shall not vote at the meeting in respect of any unliquidated or contingent debt, or any debt the value of which is not ascertained. The proper mode of ascertaining the value of these debts is by taxation, and this has not been done. There is no evidence of the delivery of the bill, and the particulars are not produced.

Finlay Knight, for Messrs. Rowland & Fraser, as to the second point.—The objection is not covered by the cases cited: Rule 85. The proxy in this case attends the meeting, and not only does not act, but protests against the resolution; and the protest was as much before the registrar as the resolution. The fair effect of *Ex parte Pooley* is that there is to be no conflict, and that all the registrar has to see is that the resolution is signed by the proper number of creditors. *Ex parte Orde, Re Horsley*, does not carry *Ex parte Pooley* any further.

SPRING-RICE, Registrar.—In this case I think the solicitors are entitled to vote and be admitted as creditors notwithstanding that there has been no taxation. The fact of the admission of the proofs as against the general body of creditors does not oust the right of the creditors to have the costs taxed afterwards, and I do not think *Ex parte Ruffe, Re Dummelow*, can govern this case. As to the other point, I am clearly of opinion that it is the duty of the registrar when papers are presented to him for registration to examine them for the purpose only of ascertaining whether or not the necessary majority of creditors have assented to the resolution, and the business would be much increased if various other proceedings had to be gone through. All that is to be done is to take the resolution itself and see what creditors were present at the meeting either in person or by proxy and that the necessary majority have signed. This document is in form a protest against the resolution, but it is not binding, and Mr. Fraser now declines to adopt it. I do not think the registrar is bound to look at anything but the resolution, and there is nothing to debar the creditor from signing it. The matter will therefore be remitted back, with the intimation that registration be allowed.

Solicitors for the appellant, *Morley & Shirreff*.

Solicitor for Messrs. Drege, *Walls*.

Solicitors for Messrs. Rowland & Fraser, *Phelps & Sedgwick*.

## COUNTY COURTS.

### LIVERPOOL.

(Before J. F. COLLIER, Esq., Judge.)

Feb. 2.—*Re Wookey*.

After a composition had been accepted by the creditors of a debtor under section 126 of the Bankruptcy Act, 1869, a creditor was restrained from proceeding in the Irish Admiralty Court to recover a sum due in respect of repairs to a vessel belonging to the debtor.

This was an application to restrain a suit in the Irish Court of Admiralty. In September, 1873, Mr. Francis Wookey, of Liverpool, shipowner, presented a petition for the liquidation of his affairs by arrangement or composition, and at the first meeting of creditors it was resolved to accept a composition of one shilling in the pound, and the resolution was afterwards confirmed and registered. At the time of filing the petition Wookey was possessed of a vessel called the *Spitfire*, which arrived at Queenstown in November last. Whilst there she was arrested under proceedings in the Irish Admiralty Court at the suit of Messrs. John Duncan & Co., of Liverpool, in respect of a claim of £55 2s. 4d., being the balance of an account for repairs done to the vessel when at Liverpool. She was afterwards released upon security being given, but the proceedings in the suit were continued.

Walton appeared for the debtor, and Myburgh for the creditors.

Walton contended that as the Court had jurisdiction to decide the rights of the parties, who were all resident in Liverpool, without the intervention of the Irish Court, the proceedings in that court ought to be restrained. The debt of the creditor was clearly provable against the estate, and there was no question of lien which could be set up, on the ground that the debt was for repairs of the vessel, which could not be determined in the local court. To allow the suit to proceed in the Irish court would be to harass the debtor and jeopardise the other creditors' chance of being paid their composition.

Myburgh submitted that the simple question before the Court was whether, having regard to recent decisions, this was a case in which it should exercise the right it possessed to restrain the proceedings in the Irish court. The exercise of the jurisdiction to restrain in cases of composition was discretionary with the Court, and the case of *Re Bishop*, L. R. 8 Ch. 595, 21 W. R. Dig. 23, and *Re Thorpe*, 21 W. R. 428, clearly defined the limits of that discretion. The Court of Appeal there held that the Court would exercise its discretion properly in restraining the proceedings of a creditor who brought an action to dispute the composition generally, but here the creditor did not dispute the composition. He had no wish to interfere with the debtor or his creditors; his only object was to assert his lien upon the vessel for repairs in a court of justice which had full seisin of such matters. The collateral point as to the possibility of the general body of creditors being prejudiced in their chance of payment of the composition was fully answered by reference to the debtor's accounts, in which he stated that he had no interest in the vessel, as it was fully mortgaged. Finally, he contended that although the Court had undoubted jurisdiction to restrain, it ought only to be exercised where the object of the hostile proceedings was to impeach the validity of the composition, and not, as in this case, where a creditor simply sought to make his security available. There was a clear distinction between liquidation and composition, for under the former the debtor was divested of his estate, and by rule 288 all creditors were absolutely restrained, but it was not so in the case of composition. In the latter case the debtor retained his property, having effected a bargain by which his creditors were to take one, instead of twenty shillings in the pound. The Court could only be invoked in the interest of creditors, but here they ceased to be interested in their debtor's estate.

Walton, in reply, denied that the question of discretion was limited in the manner suggested, and contended that it could be exercised where it appeared to the Court that it could do equal justice with the Court in which the proceedings were instituted. Here all the parties resided in Liverpool, and the question of lien could be more cheaply and advantageously determined in the local court.

His Honour granted the restraining order with costs.

Solicitors for the debtor, *Whitley & Madcock*.

Solicitors for the creditors, *Duncan & Co.*

## APPOINTMENTS.

Mr. J. H. DE VILLIERS, barrister-at-law, has been appointed Chief Justice of the Supreme Court of the colony of the Cape of Good Hope. Mr. De Villiers was called to the bar at the Inner Temple in Michaelmas Term, 1865, and has held the position of Attorney-General at the Cape of Good Hope.

Mr. JOHN BALGUY, barrister-at-law, has been appointed one of the Magistrates of the Greenwich and Woolwich Police Courts, in succession to Mr. D. Maude, who has resigned. Mr. Balguy was called to the bar in Trinity Term, 1848, and has held the position of Stipendiary Magistrate for the Staffordshire Potteries district.

Mr. G. H. GERRARD, solicitor, of Evesham, has been appointed a Commissioner for taking affidavits in that town, for the Court of Chancery in Ireland.

Mr. THOMAS HOLDEN, solicitor, of Hull, has been appointed Solicitor to the Hull Dock Company, in succession to Mr. W. H. Moss, deceased. Mr. Holden was admitted in Trinity Term, 1845.

## OBITUARY.

## LORD COLONSAY.

Lord Colonsay, formerly well known as the Lord Justice General and Lord President of the Court of Session in Scotland, and latterly as one of the Law Lords, died at Pau on Sunday last, after a short illness. He was the second son of John McNeill, Esq., of Colonsay, and was born in the island of Oransay in August, 1793. He received his education at the University of St. Andrew's, which he entered at a very early age. There he took honours in mathematics and graduated. He afterwards went to Edinburgh, and after attending the college for three years, he entered the chambers of Mr. Michael Linning, Writer to the Signet. He became an advocate in 1816, and soon earned distinction, devoting himself specially to criminal law. In 1820 he was made an Advocate-Depute, and in 1822 he was appointed to the office of Sheriff of Perth. In 1834 he was made Solicitor-General for Scotland; and in 1841, when Sir R. Peel's Government returned to office, he again occupied that position. In 1842 he succeeded Sir William Rae as Lord Advocate. He represented Argyllshire in Parliament from 1843 to 1851, when he was raised to the Scottish Bench at the same time with that eminent lawyer, Lord Rutherford. In the following year the retirement of Lord Justice Boyle occurred, and Lord Colonsay was made Lord Justice General and President of the Court of Session. In that office he earned the high esteem of the profession in Scotland. As a member of that profession observes in a notice of the deceased judge in an Edinburgh newspaper, "His judgments were models of clearness and brevity, and were always remarkable for an anxiety to maintain the great landmarks of legal principle. If he had a fault it was one which, we think, in judicial business, 'leaned to virtue's side.' When he felt that he could not be bold he was apt to be very cautious, and certainly was ever anxious not to decide any case but the one that was immediately before the Court, leaving other cases to be determined at their own time, and after fully hearing the arguments that were specially directed to discuss them. His perfect command of temper, his great patience in listening, and his uniform courtesy on the bench, earned for him the respect and gratitude of the whole Bar."

On his retirement from the office of Lord Justice General, in 1867, a peerage was conferred upon him, and he began to take part in the judicial business of the Lords. His services in Scotch appeals were, doubtless, of high value; but it was scarcely to be expected that, coming at the age of seventy-four to the consideration of some of the most knotty points of English law he should earn equal distinction in the decision of English appeals. In these Lord Colonsay frequently and wisely "concurred" with his brethren in their decisions.

## SOCIETIES AND INSTITUTIONS.

## LEGAL EDUCATION ASSOCIATION.

The following circular has been issued by the Legal Education Association:—

Dear Sir,—When the Legal Education Association was formed more than four years ago, contributions to the amount of nearly £1,000 were sent in by its supporters; and many of the contributors expressed a wish to make their contributions annual subscriptions.

The executive committee, however, declined to receive at that time any annual subscriptions. They considered that the sum already contributed would be sufficient to meet the expenses of the Association for some time, and they thought it desirable to postpone any further appeal for money until it was actually required.

That time has now arrived. During four years the committee have printed the statements, circulars, and reports of the association, the speeches of their president, and the reports of their annual meetings. They have circulated them widely amongst both branches of the profession, and sent them to the members of both Houses of Parliament. They have distributed forms of petition in favour of the motion, twice brought forward in the House of Commons by the present Lord Chancellor, all over the kingdom.

All this work has been done by the association at a very moderate expense, owing to its having had the use of offices rent free, and to its having been able to dispense with paid assistance.

It will be seen, from the accompanying papers, that steps will probably be taken next session for giving legislative effect to the objects of the association; and the committee consider it desirable that they should be prepared with the funds which will be required to meet the heavy expenses which, on the introduction of a bill, must be incurred in holding public meetings, and for printing and other similar purposes. They feel that it is only necessary to make known the fact in order to obtain the necessary contributions.

Contributions should be sent to the treasurer of the association, J. M. Clabon, Esq., 21, Great George-street, Westminster, or they may be paid in to the account of the association at the Temple Bar branch of the London and Westminster Bank.—We are, dear sir, yours truly,

RALPH PALMER.

WILLIAM A. JEVONS.

ARTHUR J. WILLIAMS.

JOHN V. LONGBOURNE.

Honorary Secretaries.

## LAW ASSOCIATION.

At the usual monthly meeting of the directors, held at the hall of the Incorporated Law Society on Thursday, the 5th inst, the following being present:—Mr. Desborough (chairman), Mr. Steward, Mr. Carpenter, Mr. Drew, Mr. Finch, Mr. Hedger, Mr. Park Nelson, Mr. Nisbet, Mr. Styan, Mr. Tylee, Mr. Vallance, Mr. Williamson, and Mr. Boodle (secretary)—a grant of £10 was made to the widow of a non-member, and the ordinary business was transacted.

## BRISTOL ARTICLED CLERKS' DEBATING SOCIETY

A meeting of this society was held in the Law Library on Tuesday evening, the 20th January, Henry Brittan, Esq., solicitor, occupying the chair. It was the second open night of the session, and Mr. Mosely opened in the affirmative on the following question:—"Is it desirable that a Court of International Arbitration be established; and if so is it practicable?" Mr. Laxton opposed, and an animated discussion ensued. The affirmative was carried by the casting vote of the Chairman.

## LAWYER MEMBERS.

The following lawyer members had, up to yesterday morning, been elected for English, Welsh, and Irish constituencies. The names of members of the bar and solicitors who had no seats in the last Parliament are printed in italics, and the names of practising barristers are distinguished by an asterisk. The circuits to which the members of the common law bar belong are also mentioned.

## ENGLAND AND WALES.

*Barristers.*

Barnstaple . . .	Mr. S. D. Waddy* (L), Midland Circuit.
Berks . . .	Mr. John Walter (L).
Cambridge . . .	Mr. A. G. Marten* (C), Chancery Bar.
Cambridge Univ.	Right Hon. S. H. Walpole, Q.C. (C).
Chester . . .	Mr. H. C. Raikes (C); Right Hon. J. G. Dodson (L).
Coventry . . .	Mr. H. M. Jackson, Q.C.* (L), Chancery Bar.
Denbighshire . .	Mr. G. O. Morgan, Q.C.* (L), Chancery Bar.
Devonshire, N..	Sir S. Northcote (C).
Dewsbury . . .	Serjeant Simon* (L), Northern Circuit.
Dudley . . .	Mr. H. B. Sheridan (L).
Durham . . .	Mr. T. C. Thompson (L).
Exeter . . .	Mr. Arthur Mills (C).
Frome . . .	Mr. H. C. Lopes, Q.C.* (C), Western Circuit.
Gloucester . . .	Mr. C. J. Monk (L).
Halifax . . .	Right Hon. J. Stansfeld (L).
Hampshire, N.	Mr. G. Solater-Booth (C).
Hastings . . .	Mr. Thomas Brassey (L).
Horsham . . .	Sir Seymour Fitzgerald (C).
Huntingdon . . .	Sir John Karslake, Q.C.* (C).
Ipswich . . .	Mr. J. R. Bulwer, Q.C.* (C), Norfolk Circuit.

Knaresborough.	Mr. Basil Woodd (C).
Lincolnsh., Mid.	Hon. E. Stanhope (C).
London Univ.	Right Hon. R. Lowe (L).
Lynn . . . .	Hon. R. Bourke (C).
Maldon . . .	Mr. G. M. Sandford (C).
Malmesbury .	Mr. W. Powell (C).
Marylebone .	Sir T. Chambers, Q.C. (L).
	Mr. J. W. Forryth, Q.C.* (C), Midland Circuit.
Montgry Dist.	Mr. Hanbury Tracy (L).
Newark . . .	Mr. S. B. Bristowe, Q.C.* (L), Midland Circuit.
Newcastle-on-T.	Mr. C. Hamond* (C), Northern Circuit.
Newport . . .	Mr. C. Clifford (L).
Northampton, N.	Right Hon. G. Ward-Hunt (C).
Norwich . . .	Mr. J. W. Huddleston, Q.C.* (C), Oxford Circuit.
Oxford City . .	Sir W. V. Harcourt, Q.C.* (L).
	Right Hon. E. Cardwell (L).
Oxford Univ. .	Right Hon. G. Hardy (C).
	Right Hon. J. R. Mowbray (C).
Penryn, Falmth.	Mr. H. T. Cole, Q.C.* (L), Western Circuit.
Peterborough .	Mr. G. H. Whalley (L).
Preston . . .	Mr. J. Holker, Q.C.* (C), Northern Circuit.
Reading . . .	Sir F. H. Goldsmid, Q.C. (L).
	Mr. G. J. Shaw-Lefevre (L).
Rochester . .	Mr. Julian Goldsmid (L).
Salford . . .	Mr. W. T. Charley,* (C), Northern Circuit.
Sheffield . . .	Mr. Roebuck, Q.C. (L).
Shoreham . .	Right Hon. S. Cave (C).
Southampton .	Right Hon. R. Gurney, Q.C. (C).
Staffordshire, W.	Mr. A. S. Hill, Q.C.* (C), Oxford Circuit.
Stockport . .	Mr. C. H. Hopwood* (L), Northern Circuit.
Stroud . . .	Mr. S. S. Dickinson (L).
Surrey, Mid. .	Sir R. Baggalley, Q.C* (C), Chancery Bar.
Taunton . . .	Sir H. James, Q.C.* (L).
Tiverton . . .	Right Hon. W. Massey (L).
Whitehaven .	Mr. G. A. E. C. Bentinck (C).
	<i>Solicitors.</i>
Chippenham .	Mr. G. Goldney (C).
Dover . . . .	Mr. Freshfield (C).
Stockton . . .	Mr. J. Dodds (L).
Sussex, East .	Mr. G. B. Gregory (C).
York . . . .	Mr. G. Leeman (L).
	<i>IRELAND.</i>
	<i>Barristers.</i>
Belfast . . .	Mr. W. Johnstone (C).
Dublin Univ.	Dr. Ball, Q.C.* (C).
	Hon. D. Plunkett, Q.C.* (C).
Kilkenny . .	Sir J. Gray (H R).
Youghal . . .	Sir J. McKenna (H R).
	<i>Solicitors.</i>
Cork County .	Mr. McC. Downing (H R)
Londondry City	Mr. C. E. Lewis (C).

## LEGAL ITEMS.

Sir Samuel Martin has been sworn in as a Privy Counsellor.

The death is announced of Mr. Samuel Stone, for thirty-five years Town Clerk of Leicester.

Sir John Byles took his seat on Saturday, for the first time, as a member of the Judicial Committee.

Sir James Colville has recovered from his illness, and on Tuesday attended a sitting of the Judicial Committee.

Mr. G. M. Dowdeswell, Q.C., will read a paper on Monday evening next, the 9th inst., at a meeting of the Law Amendment Society, to be held at their rooms in Adam-street, Adelphi, on "The Rules of Practice and Procedure to be framed under the Judicature Act, 1873."

A correspondent of the *Times* at Pau states that to mark the great respect in which Lord Colomany was held by the authorities of that place, and by his countrymen, the Premier-President, the legal chief of all the tribunals of the three Departments in the south of France; the Préfet of

the Basses-Pyrénées, the Procureur-Général, and the Procureur of the Republic, and the chief members of the English colony, with an array of private carriages, followed the hearse which conveyed the remains of the late judge in solemn procession to the station.

A bill is before the Congress of the United States for establishing a Bureau of Transportation, consisting of five paid Commissioners to hold office for five years, and to be charged with the duty of causing to be observed all the laws relating to the transportation of freight and passengers over railroads. The bill proposes to give the Bureau power to arrange the rates of charge for freight and passengers, provided that such rates, when charged at the *maximum*, shall be such as, estimating from the business of the preceding year, will yield a dividend of not less than 10 nor more than 15 per cent.

An International Tribunal for the decision of civil suits in Egypt has, says the *Times*, at length been established, with the consent of all the European Powers excepting France, which objects to fraudulent bankrupts being taken out of the criminal jurisdiction of their respective consulates. We understand that, subject to the consent of the British Secretary of State for Foreign Affairs, Mr. John Scott, barrister-at-law, who has been practising for some time in the Consular Court of Alexandria, has been nominated to the English Judgeship in the Appellate Court by the Egyptian Minister of Foreign Affairs, Nubar Pasha.

The Philadelphia correspondent of the *Times* writes that Mr. Morrison R. Waite, the new Chief Justice of the Supreme Court of the United States, is a native of Lyme, Connecticut, and was born in 1816. He graduated at Yale College in 1837, in the same class with William M. Evarts and Edwards Pierpont, receiving equal class honours with them. He removed to Ohio, and began the practice of law in 1839, ultimately making Toledo his home. It appears that he was first brought into public life by Secretary Delano, of President Grant's Cabinet, at whose suggestion he was appointed one of the American Counsel before the Geneva Arbitrators. His course of conduct at Geneva was generally commended, and on returning home he was elected a member of the Convention which is revising the Ohio State Constitution, of which body he is the president.

The *Daily News* states that a bill to regulate the relations between employers and employed, which was rejected in the last session of the German Parliament, is to be again brought forward. The first and second articles of this bill provide for the establishment of special tribunals for the settlement of trade disputes. The third (and last) article makes breach of contract punishable by imprisonment for a period not exceeding six months, unless a severer punishment is prescribed in any particular case by the penal code; and any employer who knowingly and illegally dismisses a workman, or any workman who illegally ceases or refuses to work, is to be liable to imprisonment or to a fine not exceeding 150 marks. Any person who endeavours to induce either employers or workmen thus to break the law will be liable to the same punishment unless the penal code shall prescribe a severer one.

## PUBLIC COMPANIES.

## GOVERNMENT FUNDS.

LAST QUOTATION, Feb. 6, 1874.

3 per Cent. Consols, 92½	Annuities, April, '85 9½
Ditto for Account, 92½ Mar. 4	Do. (Red Sea T.) Aug. 1868
5 per Cent. Reduced 91½	Ex Billa, £1000, 2½ per Ct. 2½ dis
New 3 per Cent., 91½	Ditto, £500, Do 2½ dis
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, 2½ dis
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 3
Do. 5 per Cent., Jan. '73	Ct. (last half-year) 35½
Annuities, Jan. '80 —	Ditto for Account.

## INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 903	Ind. Inf. Fr., 5 p Ct., Jan. '78
Ditto for Account. —	Ditto, 5½ per Cent., May, '78 101½
Ditto 5 per Cent., July, '80 102½	Ditto Debentures, per Cent.
Ditto for Account. —	April, '84 —
Ditto 4 per Cent., Oct. '88 103½	Do. Do, 3 per Cent., Aug. '78 100½
Ditto, ditto, Certificates, —	Do. Bonds, 4 per Ct., £1000
Ditto Refaced Fr., 4 per Cent. 94½	Ditto, ditto, under £1000



## RAILWAY STOCK.

	Railways.	Paid.	Closing Prices
Stock	Bristol and Exeter .....	100	120
Stock	Caledonian .....	100	107
Stock	Glasgow and South-Western .....	100	120
Stock	Great Eastern Ordinary Stock .....	100	45
Stock	Great Northern .....	100	141½
Stock	Do., A Stock .....	100	169½
Stock	Great Southern and Western of Ireland .....	100	114
Stock	Great Western—Original .....	100	128½
Stock	Lancashire and Yorkshire .....	100	143
Stock	London, Brighton, and South Coast .....	100	81½ x d
Stock	London, Chatham, and Dover .....	100	32
Stock	London and North-Western .....	100	154
Stock	London and North-Western .....	100	109½
Stock	Manchester, Sheffield, and Lincoln .....	100	75½
Stock	Metropolitan .....	100	84½ x d
Stock	Do., District .....	100	26½
Stock	Midland .....	100	134½
Stock	North British .....	100	67½
Stock	North Eastern .....	100	76½
Stock	North London .....	100	117
Stock	North Staffordshire .....	100	67
Stock	South Devon .....	100	69
Stock	South-Eastern .....	100	106½ x d

\* A receives no dividend until 6 per cent. has been paid to B.

## MONEY MARKET AND CITY INTELLIGENCE.

No change has occurred in the Bank rate of discount, but there is at length a downward movement in the proportion of reserve to liabilities, which has sunk from 49 per cent. to 47½ per cent. The railway market has been depressed, and prices have undergone some reduction, owing chiefly to the reduced dividends declared by the Midland and Lancashire and Yorkshire. There was a considerable improvement, however, on Thursday afternoon. There has been little business done in the foreign market, and prices have fallen. On Thursday a sudden and severe fall occurred in Turkish bonds.

The half-yearly meeting of the shareholders of the London and County Bank was held on Thursday, when the report was adopted, and a dividend of 10 per cent. for the half year was declared. The net profits amounted to £168,895, including £20,189 brought forward from the last account. The balance-sheet contains the following items:—Amount due for customers' balances, and liabilities on acceptances £22,148,178; cash on hand, with the Bank of England, at call, &c., £5,208,815; discounted bills and advances to customers, and liabilities of customers for drafts accepted by the bank, £16,834,953. It was resolved that the 15,000 shares in the share capital of the company, already authorised, be offered rateably amongst the proprietors, such shares to be issued at a premium of £10 per share.

The National Bank of Australasia invites applications for £400,000 share capital, in 4,000 provisional certificates of 10 shares of £10 each, of the Tasmanian Main Line Railway Company (Limited) at the price of £70 per certificate, equal to £100 share capital, payable by instalments to May 16. Interest at 6 per cent. per annum, equal to 8½ per cent. on the subscription price, is guaranteed for two years. This line of railway, 125 miles in length, passes through the centre of the colony connecting Hobart Town, the capital and chief Southern port of Tasmania, with Launceston, the capital of the Northern section, from which steam navigation is available to Adelaide, Melbourne, Sydney, and Brisbane. The district traversed by the railway abounds in copper, iron, and coal, and the line in its general route passes through the centres of the trade and population of the colony. The prospectus states that no preference shares exist to absorb any portion of the profits of the undertaking.

## COURT PAPERS.

## COURT OF CHANCERY.

## NOTICE—FURTHER CONSIDERATIONS.

The Vice-Chancellor Hall will hear further considerations, and also further considerations with summonses to vary, every Monday, commencing on Monday, the 9th February next, but not on any other day except by order.

R. H. LEACH, Registrar.

Registrar's Office, 31st January, 1874.

## SPRING CIRCUITS.

## HOME.

Kelly, C.B., and Lush, J.

Hertford, March 2; Chelmsford, March 5; Maidstone, March 9; Lewes, March 16; Kingston, March 23.

## OXFORD.

Lord Coleridge, C.J., and Cleasby, B.

Reading, Feb. 27; Oxford, March 3; Worcester, March 7; Stafford, March 12; Shrewsbury, March 19; Hereford, March 24; Monmouth, March 27; Gloucester, April 1.

## NORTHERN.

Denman, J., and Amphlett, B.

Appleby, Feb. 14; Carlisle, Feb. 17; Newcastle, Feb. 21; Durham, Feb. 28; Lancaster, March 7; Manchester, March 11; Liverpool, March 24.

## WESTERN.

Keating, J., and Quain, J.

Winchester, Feb. 26; Dorchester, March 5; Exeter, March 10; Bodmin, March 17; Taunton, March 21; Devizes, March 27; Bristol, April 2.

## NORFOLK.

Blackburn, J., and Brett, J.

Oakham, March 2; Leicester, March 3; Northampton, March 7; Aylesbury, March 12; Bedford, March 16; Huntingdon, March 19; Cambridge, March 21; Norwich, March 26; Ipswich, April 1.

## MIDLAND.

Archibald, J., and Pollock, B.

Warwick, Feb. 25; Derby, March 3; Nottingham, March 7; Lincoln, March 14; York, March 20; Leeds, March 26.

## NORTH WALES.

Pigott, B.

Welchpool, March 9; Dolgelly, March 12; Carnarvon, March 16; Beaumaris, March 19; Ruthin, March 23; Mold, March 25; Chester and City, March 28.

## SOUTH WALES.

Honyman, J.

Haverfordwest, Feb. 21; Cardigan, Feb. 27; Carmarthen, March 3; Swansea, March 7; Brecon, March 21; Presteigne, March 26; Chester and City, March 28.

Cockburn, C.J., remains in town.

## BIRTHS, MARRIAGES, AND DEATHS.

## BIRTHS.

HARDCASTLE—On Feb. 2, at 4, Chesham-street, the wife of Henry Hardcastle, barrister-at-law, of a son.

MAUDE—On Jan. 29, the wife of Henry Aughton Maude, of No. 3 and 4, Great Winchester-street-buildings, E.C., solicitor, of a daughter, stillborn.

## MARRIAGES.

GRIGSBY—SAVELL—On Jan. 29, at the parish church, Barley, Herts, William E. Grigsby, B.A., of the Inner Temple, to Catherine, sixth daughter of Thomas Savell, of Barley.

MORRELL—MORRELL—On Feb. 4, at Streatly Church, Berks, G. Herbert Morrell, M.A., and B.C.L., of the Inner Temple, barrister-at-law, to Emily Alicia, only child of the late James Morrell, Esq., of Headington-hill Hall, Oxford.

WALLROTH—WELLS—On Feb. 3, at St. George's Church, Bickley, Kent, Frederick Anthony Wallroth, Esq., M.A., of Lincoln's-inn, barrister-at-law, to Caroline Sibella, daughter of the late J. J. Wells, Esq., of Southborough, Kent.

WEBSTER—MILLER—On Feb. 4, at 2, Melville-crescent, Edinburgh, John Webster, Esq., barrister-at-law, to Jessie, third daughter of John Miller, Esq., of Leithen.

## DEATHS.

ENGLAND—On Jan. 30, at Sleaford, Charles England, Esq., of the firm of Peake & England, in his 60th year.

JAMES—On Feb. 3, at Hagley-road, Edgbaston, Thomas Smith James, of Birmingham, solicitor, in his 65th year.

MONK—On Jan. 29, at No. 80, Harley-street, John Monk, Q.C., Benchet of the Middle Temple, Esq., in the 72nd year of his age.

## LONDON GAZETTES.

## Professional Partnerships Dissolved.

FRIDAY, JAN. 30, 1874.

Hartley, H. W., and William James Carr, attorneys, solicitors, and conveyancers, Colne, Lancaster. Dec 31  
Wight, Thomas, Thomas Holyoake Wight, and Henry Birch, attorneys and solicitors, Dudley. Dec 24

TUESDAY, FEB. 3, 1874.

Bowell, Joseph, and George Frederick Newmarch, Cirencester, and Richard Gay Francis, Store-on-the-Wold, Gloucester, attorneys at law and solicitors, Cirencester and Store-on-the-Wold. Jan 26  
Nash, Wallis, Allan Field, and Edward John Layton, attorneys and solicitors, Suffolk lane, Cannon st, London. Jan 31  
Durnford, Frederick Andrew, and William Woodall, Parliamentary Agents, Parliament st, Westminster. Nov 25

## Winding up of Joint Stock Companies.

TUESDAY, JAN. 27, 1874.

## LIMITED IN CHANCERY.

Florida Silver Lead Mining Company, Limited.—By an order made by V.C. Bacon, dated Jan 17, it was ordered that the voluntary winding up of the above company be continued. Upward, Finsbury circus, solicitor for the petitioner.

La Guloise, Limited.—Creditors are required on or before Feb 16, to send their names and addresses, and the particulars of their debts or claims, to Alfred de Laviebre and Alfred Lionel Lewis, Mansion House buildings, Queen Victoria st. Creditors holding security are to produce the same within one month from Feb 16.

Metropolitan Consumers' Co-operative Association, Limited.—The M.R. has, by an order dated Dec 12, appointed George Whiffin, Old Jewry, to be official liquidator. Creditors are required, on or before March 2, to send their names and addresses, and the particulars of their debts or claims, to the above, Saturday, March 21 at 12, is appointed for hearing and adjudicating upon the debts and claims.

Wire Tramway Company, Limited.—The British and Irish creditors are required, on or before March 2, to send their names and addresses and the particulars of their debts or claims, to the official liquidators, Gresham st. Monday, March 23, at 12, is appointed for hearing and adjudicating upon the debts and claims.

FRIDAY, JAN. 30, 1874.

## UNLIMITED IN CHANCERY.

Royal Victoria Palace Theatre Syndicate.—V.C. Bacon has fixed Monday, March 2, at 12, at his chambers, for the appointment of an official liquidator.

## LIMITED IN CHANCERY.

Bazanza Gold Mining Company, Limited.—The M.R. has, by an order dated Dec 22, appointed Alfred Audrey Broad, Walbrook, to be official liquidator.

Hereford and South Wales Wagon and Engineering Company, Limited.—Petition for winding up, presented Jan 24, directed to be heard before V.C. Hall, on Feb 13. Ellis and Co, Lombard st, solicitors for the petitioner.

Manchold Head Mining Company, Limited.—Petition for winding up, presented Jan 24, directed to be heard before the M.R. on Feb 14. Doyle and Edwards, Carey st, Lincoln's inn, agents for Massey, Cheshire, solicitor for the petitioners.

TUESDAY, FEB. 3, 1874.

## LIMITED IN CHANCERY.

Bedwas and Lantwit Coal Company, Limited.—By an order made by V.C. Malins, dated Jan 24, it was ordered that the above company be wound up, and that Isaac Poyntz Denning and James Milne, Bristol, be appointed official liquidators. Clarke and Co, Lincoln's inn, fields, agents for Fussell & Co, Bristol, solicitors for the petitioners.

Cairlands Manufacturing Company, Limited.—The M.R. has by an order dated Dec 22, appointed James Taylor, Rochdale, to be official liquidator.

Jersey Waterworks Company, Limited.—Petition for winding up, presented Jan 27, directed to be heard before V.C. Hall, on Friday, Feb 13. Webb, Queen Victoria st, solicitor for the petitioner.

Sudill Fiord Reclamation Company, Limited.—The M.R. has fixed Feb 12, at 1.30, at his chambers, for the appointment of an official liquidator.

Wine and Spirit Co-operative Supply Association, Limited.—Petition for winding up, presented Jan 28, directed to be heard before the M.R. on Feb 14. Chapple and Welch, solicitors for the petitioners.

## STAMMERS OF CORNWALL.

East New Wheel Lovell Mining Company.—Petition for winding up, presented Jan 29, directed to be heard before the Vice Warden, at the Princes Hall, Truro, on Feb 20, at 12. Affidavits intended to be used at the hearing, in opposition to the petition, must be filed at the Registrar's Office, Truro, on or before Feb 17, and notice thereof must at the same time be given to the petitioners, their solicitors or their agents. Hodge and Co, Truro, petitioners' solicitors. Gregory and Co, Bedford row, agents.

## Friendly Societies Dissolved.

TUESDAY, FEB. 3, 1874.

Wesleyan Sunday School Sick Society, School, Red Lion st, Burnley, Lancaster. Jan 25

## Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, JAN. 27, 1874.

Barr, John Turnly, Dover, Kent, Esq. Feb 23. Matthews v Barr, V.C. Hall. Barnes and Bernard, Winchester st  
Buchanan, Rev Alexander, Drayton, Stafford. Feb 23. Buchanan v Curie, M.R. Lucas, Fenchurch st  
Burton, Richard Carr Francis, Willington Manor, near Bedford, Esq. Feb 28. Purser v Burton, V.C. Hall. Lamb, Bedford row

Nethersole, William Austin, Kingston, Jamaica, Merchant. April 21.  
Nethersole v Shaen, V.C. Hall. Shaen and Co, Bedford row  
Wilkinson, Helen, Mawdesley, Lancaster. Feb 27. Wilkinson v Wilkinson, M.R. Banks, Preston

## NEXT OF KIN.

Clare, Sir Michael Benignus, Cromarty, Scotland. March 9. Graham v Anderson, V.C. Bacon  
Nethersole, William Austin, Kingston, Jamaica, Merchant. April 21.  
Nethersole v Shaen, V.C. Hall

FRIDAY, JAN. 30, 1874.

Alston, David Thomas, Cheyne Rock, Kent, Oyster Merchant. Feb 20.  
Hole v Dobson, V.C. Malins. Clarke, Gresham house, Old Broad st  
Batchelor, Edward, Wimborne Minster, Dorset, Innkeeper. March 2.  
Rogers v Rose, V.C. Malins. Moore, Wimborne Minster  
Gaggs, Thomas, Howden, York, Surgeon. Feb 28. Gaggs v Gaggs, M.R. England, Howden  
Heagarty, James, Walker's court, Golden square, Fishmonger. Feb 28.  
Heagarty v Heagarty, V.C. Bacon. Dalton, Piccadilly  
King, John Buckton, Ellerslie villas, Hammersmith, Stockbroker. Feb 28. Duffin v King, V.C. Hall. Tahourdin, Victoria st, Westminster

Roper, John, Hollingbourne, Kent, Gent. March 2. Roper v Roper, V.C. Malins. Beale, Maidstone  
Stevenson, George Henry, Ripon, York, Gent. March 12. Husband v Malin, V.C. Hall. Calvert, Masham  
Tasker, James, Aughton, near Ormskirk, Lancaster Yeoman. Feb 25.  
Tasker v Tasker, V.C. Malins. Bradley, Ormskirk

## NEXT OF KIN.

Edmett, Thomas, Maidstone, Kent, Gent. March 1. Paine v Attorney-General, V.C. Hall

TUESDAY, FEB. 3, 1874.

Chadwick, Joseph, Mirfield, York, Gent. Feb 26. Chadwick v Chadwick, M.R. Chadwick, Dewsbury  
Dorin, Joseph Alexander, Scarborough, York, Esq. Feb 28. Dorin v Dorin, V.C. Malins. Freshfield, Bank Buildings  
Field, Catherine, Warwick. Feb 20. Wells v Wells, M.R. Hoare, Great James st, Bedford row  
Green-Smith, Thomas, Thorpe, Derby, Gent. Feb 27. Smith v Green-Smith, M.R. Taylor and Co, Great James st, Bedford row  
Gregory, Susan Maria, Dover, Kent. Feb 28. Gregory v Fordred, V.C. Hall. Crook and Smith, Fenchurch st  
Gwyer, Edmund, Bristol, Merchant. March 2. Gwyer v Taylor, M.R. Bush and Ray, Bristol  
Ross, Thomas, Ravensbourne Park, Lewisham. March 9. Selby v Ross, V.C. Hall. Francis, Austinians

## NEXT OF KIN.

Wright, Hannah, Brookfield, Derby. March 3. Cade v Wright, M.R.

## Creditors under 22 &amp; 23 Viet. cap. 35.

Last Day of Claim.

FRIDAY, JAN. 23, 1874.

Arbuthnot, Edmund, Newtown House, Hants. March 1. Walters and Co, New square, Lincoln's inn  
Baker, George, Southsea, Southampton, Merchant. March 23  
Cosins and Burbridge, Portsmouth  
Blunt, David, Portman square, Esq. Feb 28. Cope and Co, Great George st, Westminster  
Collins, Jonathan, Fenrich. March 10. Arnison, Fenrich  
Copper, Elizabeth, Manor st, Clapham. Feb 28. Richard Reecks, Manor st, Clapham  
Cottle, Mary Ann, Bath. March 14. Stone and Co, Bath  
Crutchlow, Eusebius Holmes, Coventry, Gent. March 23. Davis, Coventry  
Drew, William, Hamilton terrace, St John's Wood, Esq. March 25  
Symes and Co, Fenchurch st  
Dunster, Charles, Stone, Kent, Farmer. Feb 23. Muan and Mace, Tenterden  
Emerson, Thomas Griggs, St Peter's rd, Mile end, Pilot. March 4.  
Francis, Whitechapel rd  
Fagg, Sarah, Abbey rd, St John's Wood. Feb 21. Lowless and Co, Martin's lane, Cannon st  
Fisher, Robert, Finsbury place, Upholsterer. March 25. Gant, Walbrook  
Goff, Alicia Frances, Burlington rd, Westbourne Park. Feb 20.  
Lowless and Co, Martin's lane, Cannon st  
Harlock, William, Newmarket, Suffolk, Training Groom. March 1.  
Kitchen and Fenn, Newmarket  
Herman, Manuel Ximeno, New York, America, Merchant. March 31. Batten, Great George st, Westminster  
Kelham, Abraham Boothby, Lincoln, Architect. March 1. Moore and Ward, Lincoln  
Lipyeatt, Charles Jonathan Percy, Dawlish, Devon, Esq. March 23.  
Geare and Co, Exeter  
Lloyd, Edward, Cilgwynan, Montgomery, Esq. Feb 21. Harrison and Son, Welshpool  
Lloyd, John William, Cilgwynan, Montgomery, Captain 12th Reg. Foot. Feb 21. Harrison and Son, Welshpool  
Marpole, John David Evans, Llandiloes, Montgomery, Surgeon. March 7. Hughes and Son, Aberystwyth  
Maynard, Israel, Bodminster, Somerset. Gent. Feb 28. Sweet and Burroughs, Bristol  
McKenzie, John, Worcester, Engineer. May 1. Ikin, Lincoln's inn fields  
Oebrechts, Heloise, Germany, Frieburg. Feb 26. Cramp, Philpot lane  
Pierrepont, Joseph Downing, Minton, Nottingham, Yeoman. March 14. Mee and Co, East Retford  
Pollard, Thomas, West Whiteligh, Devon, Esq. April 20. Sole and Gill, Devonport  
Scott, Binny, Cheltenham, Gloucester, Esq. April 1. Freshfields and Williams, Bank buildings  
Skilton, William, Bishopsgate st. Hotel Keeper. March 23. Elam, Walbrook  
Soule, Rev. Israel May, St John's Hill, Battersea. March 31. Batten, Great George st, Westminster  
Sivens, Stephen, Sutton, Surrey, Shoemaker. Feb 19. Hogan Martin's Cannon st

Strudwick, Sarah, Ealing, Middlesex. March 6. Baile and Co, Berners st. Oxford  
 Whitaker, Hannah, Thorne, York. March 2. Collinson and Co, Doncaster  
 Wilson, Willoughby James, King st. Portman square, Captain, Royal Artillery. Feb 28. Childs and Eaton, Fleet st

## TUESDAY, Jan 27, 1874.

Berry, John, Llynolys, near Oswestry, Salop, Innkeeper. Feb 14. Davies, Oswestry  
 Blunden, William, East Peckham, Kent, Grocer. April 10. Monckton and Co, Maidstone  
 Butterworth, Maria, Bury, Lancashire. Feb 4. Whitehead and Co Bury  
 Caldeburgh, William, West Hartlepool, Durham, Grocer. March 2. Bell, West Hartlepool  
 Collier, Thomas, Beech Hill, Chetwynd, Salop, Esq. Feb 25. Heane Newport  
 Cronk-haw, Jane, Pleasant view, near Rawtenstall, Lancashire. Feb 28. Hargreaves and Knowles, Newchurch, Rossendale  
 Dalton, William, Bournemouth, Southampton. Feb 26. Webb, Bournemouth  
 Denison, Robert, Belgrave rd, Shepherd's Bush. April 21. Andrew and Wood, Great James st, Bedford row  
 Harrison, Richard, Gateshead, Durham, Waterman. Feb 28. Charities & Co, Newcastle-upon-Tyne  
 Hesketh, Maria Catherine, Southampton rd, Maitland Park. Feb 26. Grueber, Welbrook  
 Howe, Sarah, Cookham Dean, Berks. March 1. Barker and Ellis, Bedford row  
 Inneson, Matthew, Thirk, York, Currier. Feb 28. Arrowsmith and Richardson, Thirk  
 Jeffers, Thomas, Coventry, Esq. March 2. Twist and Son, Coventry  
 Leaver, William, Manchester, Licensed Victualler. March 10. Bond and Son, Manchester  
 Liddell, Thomas, Rochester, Kent, Esq. Feb 8. Acworth and Son, Rochester  
 Myrnie, George William, Cheltenham, Gloucester. March 1. Barker and Ellis, Bedford row  
 Newbery, George, Sandy, Bedford, Bank Manager. March 25. Hooper and Raynes, Biggleswade  
 Owen, Elizabeth, Weston, Chester. March 1. Linaker, Runcorn  
 Smith, Charles, Sheffield, Tinner. March 7. Watson and Esam, Sheffield  
 Souby, John, Cranfield, Bedford, Esq. Feb 28. Norris, Chancery lane  
 Steward, Ann, Great Yarmouth, Norfolk. March 16. Steward, Rantham, Norfolk  
 Swinler, Thomas, Litchurch, near Derby, Iron Master. March 25. Simpson and Co  
 Taylor, Alfred, Leeds, Beerhouse Keeper. April 1. Whiteley, Leeds  
 Thackway, Fisher, Oxford terrace, Hyde park. March 1. Smith and Sons, Farnival's inn  
 Warriner, John, Sale, Chester, Stonemason. Feb 25. Payne and Galloway, Manchester

## FRIDAY, Jan 30, 1874.

Ashton, Edward, Everton, Liverpool, Labourer. April 1. Bremner and Son, Liverpool  
 Bowditch, Elizabeth Mary, Church rd, Upper Norwood. March 25. Baily and Co, Berners st  
 Bowditch, Hugh, Biggin Wood, Norwood Esq. March 25. Baily and Co, Berners st  
 Brooks, Leonard, Liverpool, Commission Agent. March 2. Peacock and Cooper, Liverpool  
 Brownlow, George Courtenay, Mortimer st, Cavendish square, Esq. March 10. Braikembridge, Hart-tt's buildings, Holborn circus  
 Burton, Edward, Kendal, Westmorland, Auctioneer. March 1. Thompson, Kendal  
 Casack, Sarah, Starcross, Devon. Feb 28. Wood and Co, Raymond buildings, Gray's inn  
 Dolan, Lawrence, St Martin's lane, Esq. March 2. Dolan, Tokenhouse yard  
 Fry, Ann, St Leonard's-on-Sea, Sussex. March 2. Fry, Gracechurch st  
 Glover, Robert Liverpool, Cart Owner. March 2. Anderson and Co, Liverpool  
 Gwyn, Rev. Richard, Shrewsbury, Salop. March 25. How, Shewbury Hill, Marthia, Ulley, York. March 9. Watts and Son, Dowsbury  
 Jamieson, Andrew, Gloucester square, Hyde Park, Esq. May 1. Hunter and Co, New square Lincoln's inn  
 Kerr, John, Liverpool, Painter. March 14. Toulmin and Co, Liverpool  
 Kinghorn, Margaret Jane, Lorrimer square, Waiworth. April 21. Byrne, Whitehall place, Westminster  
 Langford, Thomas, Sheffield, Berks, Yeoman. March 9. Astley, Hangerford  
 Marpole, John David Evans, Llanidloes, Montgomery, Surgeon. March 7. Hughes and Son, Aberystwyth  
 Nightingale, Walter Crittenden, Clayton terrace, Balham Hill, Job Master. April 30. Wellborne, Bake st, London Bridge  
 Orr, Robert, St John st, Essex rd, Islington, Gent. March 7. Boyce, Abchurch lane  
 Parker, Thomas, St Paul's churchyard, Esq. March 23. Parker and Co, St Paul's churchyard  
 Parsons, Harriett, Margate, Kent. March 1. Manton and Morris, Lambeth Hill, Queen Victoria st  
 Pearce, Peter, Lincoln's inn fields, Gent. Feb 24. Carter, Old Jewry chambers  
 Robinson, John George, Mortagne square, Esq. March 1. Langley and Gibson, Great James st, Bedford row  
 Robinson, Susan Hood, Mortagne square. March 1. Langley and Gibson, Great James st, Bedford row  
 Shanty, Francis, Belmont terrace, Tooting park, Islington, Printer. Feb 21. Milman, Southampton buildings, Chancery lane  
 Skyring, George, Milcan place, Bedford row. March 1. Field, Farnival's inn  
 Taylor, Arthur Joseph, Colby rd, Norwood, Lieut. General. March 31. Dows, New inn

Thompson, Robert Bennett, Middleton rd, Hornsey, Gent. March 2. Miller, Eastcheap  
 Thwaites, Thomas, Brighton, Sussex, Shipbuilder. March 10. Cockburn, Brighton  
 Turner, Charles Hampden, Rooksnest, Surrey, Esq. March 31. Symes and Co, Fenchurch st  
 Waller, Josephine Emily Margaret, Westbourne park, Bayswater. March 1. Capron and Co, Savile place, Conduit st  
 Well, Jacob, Sps, Oldswinford, Worcester, General Dealer. Feb 28. Wall, Stearbridge

## TUESDAY, Feb. 3, 1874.

Baye, William Henry, St Mary-at-Hill, Coffee House Keeper. March 7. Rooke and Son, Great James st, Bedford row  
 Booth, Henry, Surbiton, Surrey, Corn Merchant. March 2. Donnt-horne, Gracechurch st  
 Crook, John, Burton, Lancashire, Gent. March 29. Harwood, Bolton  
 Edwards, Mary, Ely, Cambridge. March 16. Whitakers and Woodbert, Lincoln's-inn-fields  
 Garle, John, Chislehurst, Kent, Esq. March 20. Beachcroft and Thompson, King's rd, Bedford row  
 Gibb, William, Swinton Park, near Manchester, Esq. March 31. Clave, Manchester  
 Harrison, Benjamin, Headingley-cum-Burley, Leeds, Farmer. April 1. Simpson and Burrell, Leeds  
 Hobbins, Charles, Stratford-upon-Avon, Warwick, Bank Manager. March 23. Hobbins and Co, Stratford upon-Avon  
 Houghton, Aubrey Alexander, Abbey rd, St John's wood, Esq. April 1. Morgan, Old Jewry chambers  
 Hollyman, William, Clevedon, Somerset, Butcher. March 25. Wood-forde  
 Leeson, Mary Jane, Ebury st, Pimlico. March 31. Hals, Guild-ford st, Russell square  
 Makin, Ann, Bardsey, Ashton-under-Lyne. March 3. Little and Co, Oldham  
 Miller, William Allen, Upper Tulse hill, Brixton, Doctor. March 25. Smith, Birmingham  
 Noble, Henry Alfred, Harvest Hill, Cuckfield, Sussex, Gent. March 20. Flux and Leadbitter, Leadenhall st  
 Pendarves, Tryphena Wynne. Pendarves, Cornwall. Feb 28. Paull, Truro  
 Pierce, Mary Ann, Wood st, Barnet. March 15. Layton, Suffolk lane, Cannon st  
 Quinn, Mary Elizabeth, Liverpool, Poulterer. March 15. Quinn, St John's market, Liverpool  
 Sims, Thomas, Stone, Stafford, Romemaker. March 2. Spilsbury, Stafford

## Bankrupts.

Under the Bankruptcy Act, 1869.

TUESDAY, Jan 27, 1874.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London,

Elliott, James, King st, Hammersmith, Greengrocer. Pet Jan 21. Roche, Feb 12 at 11  
 Wilson, Benjamin in Courtman, Belgrave sq, House Agent. Pet Jan 23. Murray. Feb 10 at 12

To Surrender in the Country.

Alcock, Thomas, Birmingham, Brass Founder. Pet Jan 23. Chaunt-ler, Birmingham, Feb 9 at 3  
 Bolton, William, Easton, Huntingdon, Cattle Dealer. Pet Jan 21. Gaches, Peterborough, Feb 9 at 11  
 Lister, John George, Milford, Pembroke, Shipbuilder. Pet Jan 21. Lloyd, Carmarthen, Feb 11 at 2  
 Parry, Samuel, Wombourne, Stafford, Hay Dealer. Pet Jan 22. Brown, Wolverhampton, Feb 19 at 12  
 Pinches, Edwin William, Plymouth, Devon, Butcher. Pet Jan 23. Shelly. East Stonehouse, Feb 7 at 11  
 Somers, John Barnes, East-ct, near Pinner, Middlesex, Farmer. Pet Jan 24. Darvill. Windsor, Feb 14 at 12  
 Yates, Walter Edward, Rushmore, near Manchester, Mill Farnisher. Pet Jan 22. Kay. Manchester, Feb 19 at 9.30

FRIDAY, Jan. 30, 1874.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Morgan, Christopher, Bermondsey st, Southwark, Warehouseman. Pet Oct 24. Brougham. Feb 10 at 11  
 Tupper, Charles William, New Bond st, Italian Warehouseman, Pet Jan 27. Spring-Rice. Feb 19 at 11

To Surrender in the Country.

Balls, Harold Griffin, Cambridge, Currier. Pet Jan 24. Eadon. Cam-bridge, Feb 12 at 12  
 Cohen, Solomon, Middlesborough, York, Clothier. Pet Jan 28. Crosby, Stockton-on-Tees, Feb 11 at 2  
 Evans, Edwin, Slough, Buckingham, Licensed Victualler. Pet Jan 24. Darvill. Windsor, Feb 14 at 11  
 Hart, Philip Woodrow, Norwich, no occupation. Pet Jan 26. Palmer. Norwich, Feb 12 at 12  
 McIntosh, William James, Newcastle-upon-Tyne, Grocer. Pet Jan 28. Mortimer. Newcastle, Feb 12 at 2  
 Park, William, Trowbridge, Wilts, Beerhouse Keeper. Pet Jan 27. Smith. Bath, Feb 10 at 1  
 Ransome, Thomas H. Wincle, near Macolesfield, Cheshire, Paper Manufacturer. Pet Jan 1. Mair. Macolesfield, Feb 12 at 1  
 Taberner, John Londe, Park place, Eltham, Kent. Pet Jan 16. Farnfield. Greenwich, Feb 13 at 2

TUESDAY, Feb. 3, 1874.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London,

Frost, William, Caroline st, Bedford sq. Pet Jan 29. Pepps. Feb 17 at 11.30



Holmes, George, Gloucester rd, Camberwell, Builder. Pet Jan 30.  
 Spring-Rice. Feb 19 at 12  
 Orford, William George, Chislenhale rd, Old Ford, French Paper Manufacturer. Pet Jan 30. Murray. Feb 17 at 12.30  
 Roberts, Julius, Cheyne walk, Chelsea, Engineer. Pet Jan 30.  
 Murray. Feb 17 at 11  
 Street, Thomas Jeffs, Edgeware rd, Maida hill, Gentleman. Pet Jan 29.  
 Peppas. Feb 17 at 12

## To Surrender in the Country.

ranklin, Benjamin, Wilmamstead, Bedford, Cattle Dealer. Pet Jan 29.  
 Pearce. Bedford, Feb 16 at 3  
 Oakley, Richard Banner, Gravesend, Kent, Gent. Pet Jan 30.  
 Acworth. Rochester, Feb 20 at 2

## BANKRUPTCIES ANNULLED.

TUESDAY, JAN. 27, 1874.

Arnett, William, Fencott, Oxford, Farmer. Jan 20  
 Pope, Frederic, Dorrington-on-Bain, Lincoln, Gentleman. Jan 22

FRIDAY, JAN. 30, 1874.

Oliver, Walter John, Newcastle-upon-Tyne, Merchant Tailor. Jan 26

TUESDAY, FEB. 2, 1874.

Dwelling, Edward Plasket, Hitchin, Hertford, Farmer. Jan 30  
 Edwards, H. W., Staple inn, Holborn, Chemist, Jan 22  
 Richardson, Desmond Fitzgerald Fraser, Queen's gardens, Bayswater, Gentleman. Jan 30  
 Phillips, Philip, Risco, Monmouth, Grocer. Jan 30

## Liquidation by Arrangement.

## FIRST MEETINGS OF CREDITORS.

TUESDAY, JAN. 27, 1874.

Adeock, George, Birmingham, Fruiterer. Feb 4 at 3 at offices of Fallows, Cherry st, Birmingham  
 Ashton, Thomas, Morpeth, Northumberland, Cattle Dealer. Feb 9 at 3 at offices of Garbutt, Collingwood st, Newcastle-upon-Tyne  
 Atkinson, William, Newcastle-upon-Tyne, Provision Merchant. Feb 5 at 2 at offices of Hoyle, and Co, Collingwood st, Newcastle-upon-Tyne  
 Balfour, Thomas, Eland, York, Contractor. Feb 9 at 3 at offices of Rhodes, Horton st, Halifax  
 Benson, William Henry, Calverley, York, Cloth Manufacturer. Feb 10 at 3 at offices of Carr, Albion st, Leeds  
 Beer, John, Bradford, York, Carrier. Feb 9 at 3 at offices of Rennolls, Tyrryl st, Bradford  
 Brin, Thomas, Pembroke, out of business. Feb 11 at 11 at offices of Pitman and Lane, Nicholas lane. John and Son, Haverfordwest  
 Brown, John, Wyke, Birstal, York, Chemical Manufacturer. Feb 6 at 10 at offices of Rhodes, Duke st, Bradford  
 Brumlen, John Martin, Frederick Charles, Mincing lane, Merchant. Feb 17 at 3 at offices of Lewis and Co, Old Jewry  
 Butler, Benjamin, Northfield, Worcester, out of business. Feb 5 at 12 at offices of Fallows, Cherry st, Birmingham  
 Canfield, John, Gateshead, Durham, Draper. Feb 9 at 12 at offices of Garbutt, Collingwood st, Newcastle-upon-Tyne  
 Claxton, William Richards, Neston, Cheshire, Estate Agent. Feb 9 at 11 at offices of Richardson and Co, Cook st, Liverpool  
 Cocker, Thomas Henry, Halifax, York, Hawker. Feb 6 at 3 at office of Rhodes, Horton st, Halifax  
 Cole, James Conrad, Strand, Mining Engineer. Feb 7 at 2 at offices of Kennell and Fraser, Great James st, Bedford row  
 Colliard, George, Southfleet, Kent, Farmer. Feb 9 at 12 at offices of Shealand and Hatten, Court House, Gravesend  
 Colyer, Edward, Dutton Green, Kent, Gent. Feb 7 at 1 at the Masons' Hall Tavern, Masons' avenue, Basinghall st, Tunstall, Leadenhall at Cooke, Henry, and Robert Andrews Crompton, Manchester, Yarn Polishers. Feb 6 at 4 at office of Sale and Co, Manchester  
 Cross, Thomas, Nottingham, Shopkeeper. Feb 13 at 12 at offices of Shelton, St Peter's Church walk, Nottingham  
 Devonport, William Henry, Seacombe, Cheshire, Cabinet Maker. Feb 9 at 2 at offices of Gibson and Bolland, South John st, Liverpool  
 Risson, Liverpool  
 Delson, William, Wellington, Salop, Fruit Dealer. Feb 11 at 12 at offices of Marcy, Wellington  
 Ehrmann, Frederick, Hereford st, Lissos grove, Baker. Feb 5 at 3 at offices of Burton and Co, Henrietta st, Covent garden  
 Ferrar, Frederic, Richmond, Surrey, Hotel Proprietor. Feb 12 at 12 at offices of Taylor and Jaquet, South st, Finsbury square  
 Fewler, James, High st, Poplar, Grocer. Feb 10 at 1 at office of Smith, Cross lane, St Mary-at-Hill  
 Froese, Markwell Francis, Birmingham, Commercial Traveller. Feb 7 at 11 at offices of Howlands, Ann st, Birmingham  
 Gibbs, Galus, Tunbridge Wells, Kent, Grocer. Feb 11 at 11 at offices of Burton, Bedford terrace, Tunbridge Wells  
 Gilbertson, George, and Francis Tarbotton, York, Linen Drapers. Feb 13 at 12 at the Settling Room, Corn Exchange, York. Dale, York  
 Hart, Henry James, Birmingham, Licensed Victualler. Feb 6 at 12 at offices of Fallows, Cherry st, Birmingham  
 Haughton, James, Birmingham, Tobaccoist. Feb 9 at 11 at offices of Mason, New st, Birmingham  
 Hawkins, Alexander, Twynning, Gloucester, Shopkeeper. Feb 9 at 11 at offices of Moores and Kenney, Tewkesbury  
 Helps, James, Canton, near Cardiff, Glamorgan, Furniture Broker. Feb 10 at 11 at office of Morgan, High st, Cardiff  
 Hickling, Henry, Nottingham, Ironfounder. Feb 7 at 2 at the Assembly Rooms, Low pavement, Nottingham. Black  
 Hilsbeck, John, New Swindon, Wilts, Clothier. Feb 10 at 11 at office of Barnard and Co, Albion chambers, Bristol. Henderson and Co, Bristol  
 Holgate, John, Bedford st, Strand, Bookseller. Feb 9 at 3 at the Guildhall Tavern, Gresham st. Clark and Soles, King st, Cheapside  
 Howside, Henry Wakeford, Wonerah, Surrey, Farmer. Feb 10 at 2 at offices of Curtis, High st, Guildford  
 Johns, Henry, Birmingham, Tobaccoist. Feb 4 at 12 at offices of Fallows, Cherry st, Birmingham  
 Kenney, James, Thomas st, Kingsland rd, Tailor. Feb 11 at 4 at 5, Bell yard, Doctor's commons. Outler

Kiddle, Edward, Jun, Blantyre st, Chelsea, Job Master. Feb 5 at 2 at offices of Dubois, Gresham buildings, Basinghall st. Maynard  
 Larquet, Antoine, Arthur st, Oxford st, Wine Merchant. Feb 9 at 3 at offices of Parker, Pavement, Finsbury  
 Leak, David Joseph, Great Yarmouth, Norfolk, Carpenter. Feb 10 at 12 at offices of Blake, Hall Quay chambers, Great Yarmouth. Palmer, Great Yarmouth  
 Le Beau, Woolf George, Royal Mint st, Tower hill, Cowkeeper. Feb 10 at 3 at 33, Gutter lane. Clapham and Fitch, Bishopsgate Without  
 Lewis, Ebenezer, Ebbw Vale, Monmouth, Dealer in Boots. Feb 9 at 1 at office of Simons and Plews, Church st, Morthyr Tydfil  
 Lochmuller, Antonio, Stanhope st, Hampstead rd, Cabinet Maker. Feb 10 at 3 at office of Seale, Lincoln's inn fields  
 Macbeth, Thomas, and Leighton Spencer Macbeth, Manchester, Tailors. Feb 9 at 4 at office of Addleshaw and Warburton, King st, Manchester  
 Makinson, William, Hindley, Lancashire, Provision Dealer. Feb 9 at 11 at office of Wall, Walgate st, Wigan  
 Mallin, Thomas Bayes, Birmingham, Boot Dealer. Jan 29 at 11.30 at office of Wells, Newland st, Kettering (in lieu of the place originally named)  
 Masters, Francis, Bull and Mouth st, Drapery Manufacturers' Agent. Feb 10 at 3 at office of Knight, Newgate st  
 Mead, John William, London st, Paddington, House Agent. Feb 4 at 11 at office of Johnson, Arundel st, Strand  
 Merritt, Samuel, Farnley, near Leeds, Licensed Victualler. Feb 9 at 3 at offices of Fawcett and Malcolm, Park row, Leeds  
 Moore, Samuel, Regent st, Furrer. Feb 20 at 2 at offices of Lewis and Lewis, Ely place, Holborn  
 Needham, Ralph William, Nottingham, Milliner. Feb 10 at 12 at office of Thorpe and Thorpe, Taurand st, Nottingham  
 Orann, Frederick Henry, Fore st, Edmonton, Law Clerk. Feb 17 at 4 at the Masons' Hall Tavern, Masons' avenue, Basinghall st. Watson, Basinghall st  
 Osborne, James Godolphin, Budge row, Cannon st. Feb 9 at 11 at offices of Sharp and Turner, Lombard st  
 Papp, Morris, West Hartlepool, Durham, General Dealer. Feb 5 at 11 at office of Todd, Surtees st, West Hartlepool  
 Phillips, James, and William Barham James, Birmingham, Linen Drapers. Feb 6 at 1 at the Clarence Hotel, Brown st, Manchester. Asinider, Birmingham  
 Pitchford, Edward Beaumont, and Alfred Thomas Pitchford, Limehouse, Lead Manufacturers. Feb 13 at 2 at the City Terminus Hotel, Cannon st. Linklater and Co, Walbrook  
 Prager, Henry, Sheffield, Railway Spring Manufacturer. Feb 6 at 11 at the Cutlers' Hall, Church st, Sheffield. Tatterson, Sheffield  
 Rand, John Rea, Romsey, Hants. Feb 9 at 12.30 at the Eagle Hotel, Winchester. Genon, Winchester  
 Ratcliffe, Francis, Stafford, Builder. Feb 6 at 1 at the North Western Hotel, Stafford. Clarke  
 Robinson, George, Redbourne, Hertford, Grocer. Feb 17 at 1 at the Peabody Hotel, St Albans. Jeffry, Luton  
 Rooker, William, Birmingham, Undertaker. Feb 14 at 12 at offices of Joynt, Moor st, Birmingham  
 Scriven, James, Darlington, Durham, Paper Hanger. Feb 11 at 2.30 at offices of Hudson and Pybus, High row, Darlington. Addenbroke Smith, George William, and Ann Rice, Bradford, York, Drapers. Feb 9 at 12 at offices of Terry and Robinson, Market st, Bradford  
 Smith, Joseph, Bradford, York, Grocer. Feb 13 at 1 at offices of Hutchinson, Piccadilly, Bradford  
 Smithers, Mary, Hadlow, Kent, Plumber. Feb 11 at 10 at the Angel Hotel, Tunbridge. Palmer, Tunbridge  
 Springett, Edward, St Leonard's-on-Sea, Sussex, Saddler. Feb 9 at 3 at offices of Start, Ironmonger lane  
 Suckling, Joseph, Tewkesbury, Gloucester, Commission Agent. Feb 11 at 3 at offices of Parry, Bennett's hill, Birmingham  
 Threlfall, Richard, Blackpool, Lancashire, Flour Dealer. Feb 9 at 11 at offices of Fryer, Luns st, Preston  
 Timms, John William, Harbridge, Stoke-upon-Trent, Stafford, Licensed Victualler. Feb 5 at 11 at offices of Welch, Caroline st, Longton  
 Tither, William, Manchester, Twine Manufacturer. Feb 13 at 3 at the Clarence Hotel, Spring gardens, Manchester. Leigh, Manchester  
 Trott, Benjamin, Alexandra villas, Lower Edmonton, out of business. Feb 9 at 3 at offices of Boydell, South square, Gray's inn  
 Tuck, Sarah Ann, Musbury, Devon, Baker. Feb 10 at 2 at the Bell Inn, Axminster. Tweed, Honiton  
 Tulip, William, Hexham, Northumberland, Innkeeper. Feb 6 at 12 at offices of Lockhart, Hexham  
 Turnbull, Charles, Red Lion court, Watling st, Barb Linen Manufacturer. Feb 2 at 3 at 33, Gutter lane. Gill, Cheapside  
 Turner, George, Birmingham, out of business. Feb 7 at 10 at offices of East, Colmore row, Birmingham  
 Vandervord, Chapman, Cheval st, Midwall, Poplar, Oak Maker. Feb 9 at 12 at offices of Bastard, Brabant court  
 Walllett, John, Bilston, Stafford, Fruiterer. Feb 11 at 10 at offices of Barrow, Queen st, Wolverhampton  
 Wilkinson, Thomas, Hexham, Northumberland, Painter. Feb 12 at 11 at the Cattle Market Exchange, Newcastle-upon-Tyne. Baty, Hexham  
 Williams, Richard Craft, Amersham, Buckingham, Farmer. Feb 7 at 2 at the Griffin Inn, Amersham. Clarke, High Wycombe  
 Winwood, Henry, Birmingham, Fruiterer. Feb 7 at 10.30 at offices of Eaden, Bennett's hill, Birmingham  
 Wolker, Henry, West Hartlepool, Durham, Jeweller. Feb 10 at 12 at offices of Dobing and Simpson, Church st, West Hartlepool  
 Woolf, Montague, Lower marsh, Lambeth, Tailor. Feb 11 at 2 at offices of Barnett, New Broad st  
 Yarnall, Charles Robert, Longton, Stafford, Bookseller. Feb 16 at 3 at offices of Hawley, Stafford st, Longton

FRIDAY, JAN. 30, 1874.

Banbery, George, Wolverhampton, Stafford, Bootmaker. Feb 14 at 11 at offices of Stratton, Queen st, Wolverhampton  
 Banger, William, Watton-upon-Aire, Somerset, Gent. Feb 11 at 1 at offices of Hancock and Co, Gildhall, Bristol. Benson and Thomas, Bristol  
 Beall, Felix John, Queen st, Hammersmith, Baker. Feb 11 at 11 at office of Howard and Co, New bridge st

Brenner, Philip, Westow st, Upper Norwood, Tailor. Feb 13 at 2.30 at offices of Robinson, Charterhouse square  
 Brooks, Samuel, Coomb's st, City rd, Law Clerk. Feb 13 at 3 at office of Watson, Basinghall st  
 Brown, Charles, Upper Wootley, near Leeds, out of business. Feb 9 at 10.30 at office of Hardwick, Bear lane, Leeds  
 Carr, Richard, Steel, Whitby, York, Lodging house Keeper. Feb 13 at 11 at office of Thornton, Albert chambers, Whitby  
 Chorley, William Edmund, Hounslow, Middlesex, Grocer. Feb 12 at 1 at the Auction Mart, Tokenhoue yard, Roscoe and Co  
 Collins, James Henry, Prestone, York, Schoolmaster. Feb 14 at 11 at offices of Dransfield and Sons, Penistone  
 Collins, William Coultiss, Middlesbrough, York, Grocer. Feb 9 at 11 at offices of Dobson, Gosford st, Middlesbrough  
 Davison, Richard, Great James st, Bedford row, Provision Dealer. Feb 12 at 11 at office of Stubbs, Great James st, Bedford row. Hicks, Annie rd, South Hackney  
 Denton, Daniel, Hinwick, Bedford, Farmer. Feb 11 at 3.30 at office of Cook, Church st, Wellingborough. Becke, Northampton  
 Dickson, John Purvis, Wood Wharf, West Indian Docks, Timber Merchant. Feb 10 at 2 at Masons' Hall Tavern, Masons' avenue, Basinghall st. Brown, Basinghall st  
 Doughty, John Holland, Dorking, Surrey, Coal Merchant. Feb 24 at 12 at the Cannon st Hotel. Hart and Co  
 Fuller, Thomas William, and Frank Hill Simpson, Leamington Priory, Warwick. Coach Builders. Feb 9 at 12 at offices of Overell, Leamington Priory  
 Griffiths, John, Harehall, Stafford, Beerhouse Keeper. Feb 17 at 10 at office of Stevenson, Brook st, Stoke-upon-Trent  
 Hallam, William, Liverpool, Boot Dealer. Feb 23 at 3 at office of Vine, Dale st, Liverpool. Kitson, Liverpool  
 Hardy, Frederick Adolphus, jun, Queen st, Brompton, Riding Master. Feb 7 at 2 at 15, Devonshire st, Northend rd, Hammersmith. Morris  
 Hardy, John Edgar, Norwich, Draper. Feb 13 at 3 at office of Sadd, Church st, Theatre st, Norwich  
 Harris, Josiah, Falmouth, Cornwall, Coal Merchant. Feb 13 at 3 at the Royal Hotel, College green, Bristol. Geon and Nalder, Falmouth  
 Haynes, Alfred, Stoke-upon Trent, Stafford, Shoe Manufacturer. Feb 17 at 3 at offices of Tennant, Chesapeake, Hanley  
 Hew-hall, Thomas, Sockport, Cheshire, Doubler. Feb 18 at 3 at the Commercial Hotel, Brown st, Manchester. Jackson, Manchester  
 Hesketh, William Pemberton, Margate, Kent, Brewer. Feb 10 at 2 at the Guildhall Tavern, Gresham st. Calkin, Clement's inn  
 Hewitt, Joshua Banor-by-Cood, Flint, Licensed Victualer. Feb 10 at 2 at office of Radcliffe and Layton, Hackin's Hey, Liverpool  
 Hilliard, Herbert Br-witt, Bolton, Merchant's Clerk. Feb 12 at 12 at office of Woodard, Innam court, Fenchurch st  
 Hodgkinson, Samuel, The new die st, Holer. Feb 17 at 2 at the Guildhall Coffee house, Gresham st. Phelps and Sidgwick, Gresham st. Hopkins, C ar es, West-cast, Wincelwright. Feb 11 at 3 at offices of Tree, Sawmce st, Worcester  
 Hopkins, John, Worcester, Corn Dealer. Feb 10 at 3 at office of Meredith, College st, Worcester  
 Jackson, Benjamin, Preston on Lancashire, India rubber Dealer. Feb 12 at 11 at office of Frier, Lane st, Preston  
 Jay, William, Ebbwvale, Monmouth, Shoemaker. Feb 11 at 3 at offices of Jones, Frognore at Abergevenny  
 Johns, John, Bidford, D. von. Tailor. Feb 13 at 12 at office of Rooker and Bazeley, Bridgefield st, Bidford  
 Johnson, William, and Edward Johnson, Manchester, Cotton Waste Dealers. Feb 16 at 11 at office of Clayton, King st, Manchester  
 Johnson, Thomas, Rye-ton, near Odham, Lancashire, Plumber. Feb 13 at 3 at the Dog and Partridge Inn, Fennel st, Manchester. Clegg, Oldham  
 Jones, William David, Aberavon, Glamorgan, Draper. Feb 10 at 11 at office of Crowther and Co, Bath chambers, York st, Manchester  
 Tennant, Abraton  
 Lay, Charles, Birmingham, Grocer. Feb 13 at 12 at offices of Powell, Temple st, Birmingham  
 Lipecomb, William Thomas, Wroughton, Wilts, Chairmaker. Feb 13 at 11 at the Great Western Hotel, Reading. Lucas, Newbury  
 Loyd, Ansl, Colchester, Essex, Tailor. Feb 16 at 3 at the Fleete Hotel, Head st, Colchester. White  
 Marwood, John Reed, Topham, Devon, Innkeeper. Feb 12 at 11 at the Bristol Commercial Inn, Sidwell st, Exeter. Floud, Exeter  
 Mason, Edmund, East Brighthelm, Nottingham, Butcher. Feb 16 at 12 at offices of Beik, Middle pavement Nottingham  
 Mathie, Thomas, West Wickham, Kent, Carpenter. Feb 16 at 4 at office of May and Sykes, High st, Bromley  
 May, Alfred Edward, Tufnell House, Holloway rd, Fancy Stationer. Feb 12 at 2 at offices of Davis, Cork st, Burlington gardens  
 Monke, Louis, Manchester, Dealer in Works of Fine Art. Feb 12 at 2.30 at offices of Hewitt, Princess st, Manchester. Worsley, Manchester  
 Mitchell, James, Leeds, Woolen Manufacturer. Feb 12 at 2 at office of Simpson and Burrell, Albion st, Leeds  
 Morgan, Frank Wright, Manchester, Optician. Feb 13 at 3 at office of Gardiner and Co, King st, Manchester  
 Nicholson, Jonathan, S. wery, near Thirsk, York, Innkeeper. Feb 17 at 2 at office of Arowsmith and Richardson, Castlegate, Thirsk  
 Norman, Alfred, and John Thomas Norman, Cheltenham, Gloucester, Printers. Feb 11 at 3 at 26, Chancery lane. Boodle, Cheltenham  
 Oppenheim, John Hermer, Curator st, Chancery lane, Law Stationer. Feb 9 at 3 at offices of N. rra, Acton st, Gray's inn rd  
 Orrell, Charles Henry, Manchester, Grocer. Feb 13 at 2 at office of Adkisson and Warburton, King st, Manchester  
 Palmer, Samuel, Strand, Printer. Feb 16 at 12 at offices of Mote, Walbrook  
 Phillips, James, Birmingham, Linen Drapers. Feb 10 at 1 at offices of Alexander, Union st, Birmingham  
 Phillips, R. bert, Brixton, Coachbuilder. Feb 7 at 12 at office of Clifton, Corn st, Bristol  
 Raithbone, John Frederick, Transmere, Chester, Printseller. Feb 12 at 2 at office of Downham, Market st, Birkenhead  
 Riley, Henry, Preston, Lancashire, Stationer. Feb 11 at 2 at offices of Watson and Son, Farnbergate, Preston. Taylor, Preston

Robinson, Arthur, Salisbury, Wilts, Innkeeper. Feb 12 at 3 at office of Hoddling, Market House, Salisbury  
 Robinson, Thomas Mason, Leeds, Woollen Merchant. Feb 11 at 3 at offices of Simpson and Burrell, Albion st, Leeds  
 Roe, Thomas, Bristol, Potato Dealer. Feb 7 at 11 at offices of Esnery, Guildhall, Broad st, Bristol  
 Rogers, Francis, Trowbridge, Wilts, Engineer. Feb 6 at 11 at office of Shrapnell, Bradford-on-Avon  
 Routhwaite, Thomas, Sunderland, Durham, Clothier. Feb 10 at 12 at offices of Ritson, West Sunnside, Sunderland  
 Samuel, I. a, White Lion st, Chelsea, Clothes Dealer. Feb 13 at 10 at offices of Goatly, Westminster Bridge rd  
 Sanderson, Thomas, Sheffield, Joiner. Feb 11 at 3 at office of Roberts, Queen st, Sheffield  
 Scarlett, Peter, Stockport, Cheshire, Draper. Feb 20 at 2 at the Clarence Hotel, Spring gardens, Manchester. Evans, Manchester  
 Sharp, Benjamin Barton, Liverpool, out of business. Feb 21 at 4 at offices of Lowe, Castle st, Liverpool  
 Sharpe, William Henry Christopher, Gothic Cottage, Hammarsmith, Agent. Feb 14 at 11 at 9, Upper John st, Golden square. Sydney  
 Solomons, Morrie, New Montague st, Spitalfields, Grocer. Feb 9 at 10 at office of Dobson, Southampton buildings  
 Spurway, James, Colyford, Devon, Publican. Feb 10 at 12 at the Dolphin Inn, Colyton. Wilton, Colyton  
 Strange, James, Maude rd, Camberwell, Wine Merchant. Feb 14 at 2 at offices of Edwards, Clock lane  
 Thunders, Edward, Margate, Kent, Builder. Feb 13 at 3 at the Star Hotel, High st, Margate. Walford, Ramsgate  
 Tucker, Frederick Walter, Norwich, Commercial Traveller. Feb 13 at 4 at offices of Sadd, Church st, Theatre st, Norwich  
 Wetherell, Jane, Milverton, Warwick, Governess. Feb 19 at 3 at the Bath Hotel, Leamington Priory. Sanderson, Warwick  
 Wilkinson, Matthew, York, Draper. Feb 11 at 3 at offices of Wilkinson, St Helen's square, York  
 Williams, Thomas Llewellyn, Tunstall, Stafford, Druggist. Feb 9 at 11 at the Sneyd Arms Hotel, Tunstall. Hollinshead, Tunstall  
 Woodward, Robert, Bethnal Green rd, Ironmonger. Feb 11 at 2 at office of Bird, London wall

## TUESDAY, Feb. 3, 1874.

Beazley, William, Bentley, Haveshire, Builder. Feb 12 at 12 at offices of Ward, Boro, Farnham  
 Benn, Samuel, Horton, York, Plumber. Feb 11 at 10 at offices of Rhodus, Duke st, Bradford  
 Betts, John, Sherston Magna, Wilts, Sergeant. Feb 21 at 12 at office of Kinnier and Toms, Corn Exchange, Swindon. Chubb, Malmesbury  
 Birbeck, William Henry, Hanley, Stafford, Commission Agent. Feb 17 at 11 at offices of Stevensons, Brook st, Stoke-upon-Trent  
 Bishop, Benjamin, Skipton, York, Grocer. Feb 23 at 2 at office of Paget, Skipton  
 Brittain, Thomas John, Birmingham, Photographic Material Dealer. Feb 9 at 12 at the Grand Turk Inn, Ludgate hill, Birmingham  
 Brooks, John, Ilfracombe, Devon, Builder. Feb 18 at 3 at the Royal Clarence Hotel, Ilfracombe. Fox, Ilfracombe  
 Brotherton, Joseph, Barnsley, York, Boot Dealer. Feb 14 at 3 at the Coach and Horses Hotel, Barnsley. Freeman, Barnsley  
 Brown, Charles Thomas, Plymouth, Devon, Coal Merchant. Feb 16 at 11 at offices of Edmonds and Sons, Parade, Plymouth  
 Brown, David, Coventry, Grocer. Feb 19 at 12 at the Castle Hotel, Coventry. Davis, Coventry  
 Burgess, William, Bury, Lancashire, Tea Dealer. Feb 18 at 3 at office of Anderton, Garden st, Bury  
 Carati, Antonio Alexander, Old Broad st, Commission Agent. Feb 13 at 3 at offices of Stocken and Junp, Leadenhall st  
 Chant, George, Sneathwick, Stafford, Wheelwright. Feb 13 at 12 at offices of Shakespeare, Church st, Oldbury  
 Clark, Thomas, Liverpool, Shio Bread Baker. Feb 27 at 2 at offices of Hull and Co, Cook st, Liverpool  
 Cooper, John, Dublin, Durham, Contractor. Feb 12 at 2 at offices of Hoyle and Co, Collingwood st, Newcastle-upon-Tyne  
 Cox, Charles, Kettering, Northampton, Leather Dealer. Feb 17 at 12 at offices of Beale and Co, Waterloo st, Birmingham  
 Crompton, Nathan, Prestwick, Lancashire, out of business. Feb 13 at 3 at offices of Slater and Poole, Norfolk st, Manchester  
 Daniel, William, Trerdol, Cardigan, Shopkeeper. Feb 11 at 2 at offices of Jones, Pier st, Aberystwith  
 Davey, Frederick Thomas, Wellington st, Blackfriars, Bricklayer. Feb 16 at 10 at offices of Goatly, Westminster Bridge rd  
 Day, Joseph James, Leighton rd, Kentish Town, Plumber. Feb 19 at 2 at offices of Preston, King Edward st, Newgate st  
 Dickinson, Peter, Kingston-upon-Hull, Cob Proprietor. Feb 16 at 1 at offices of Hind, Quay st, Kingston-upon-Hull  
 Edgerley, Thomas, Carden, near Handley, Cheshire, Farmer. Feb 16 at 12 at offices of Nordon, Bridge st row East, Chester  
 Ellis, John Walter, Thornthwaite, York, Farmer. Feb 16 at 3 at office of Bateson, Low Harrogate  
 Elmes, Thomas, New Windsor, Berks, Builder. Feb 23 at 3 at office of Durant, Clarence villas, Windsor  
 Field, John, Oldbury, Worcester, out of business. Feb 18 at 11 at office of Shakespeare, Church st, Oldbury  
 Hagmuier, Philip Henry, Catherine terrace, Fairfield rd, Bow, out of business. Feb 17 at 3 at offices of Wood and Hare, Basinghall st  
 Hangton, Collins Adele, Great Portland st, Milliner. Feb 26 at 2 at the Inns of Court Hotel, Holborn. Taylor and Co, Great James st  
 Hartley, George, Saddleworth, York, Finisher. Feb 16 at 4 at office of Hanchett, Union st, Oldham  
 Hatcher, John, High st, Wandsworth, Carpenter. Feb 18 at 4 at office of Jones, Bank buildings, Wandsworth  
 Hebron, William, and George Hebron, Wigan, Lancashire, Leather Dealer. Feb 14 at 11 at offices of Leigh and Ellis, Arcade, King st, Wigan  
 Houghton, Charles Jonathan, Bow lane, Commission Agent. Feb 11 at 11 at offices of Swaine, Chesapeake  
 Hughes, Elizabeth, Wolverhampton, Stafford, out of business. Feb 17 at 12 at offices of Wilcock, North st, Wolverhampton  
 Huxley, William, Lavender rd, Battersea, Oldham. Feb 14 at 2 at office of Day, Biomsbury square. Tonge, Great Portland st

Ind, Frederick, West Yatton, Wilts, Dealer. Feb 23 at 12 at offices of Potter, North place, Cheltenham

Irvine, John, Mincing lane, General Merchant. Feb 13 at 2 at office of Walls, Walbrook

Jackson, Edwin, Ossett, York, Draper. Feb 12 at 3 at office of Iberson, Densbury

Jackson, Eliza, Maclesfield, Cheshire, Licensed Victualler. Feb 18 at 2 at offices of Hand, Church st, e, Maclesfield

Jewell, John Francis Charles, Vicar, Westminster, Contributor to the Press. March 2 at 2 at offices of Ladbroke and Co, Chesham

Lars, James Edward, Middlesborough, York, Confectioner. Feb 16 at 2 at office of Addenbrooke, Zetland rd, Middlesborough

Ley, John Chaunter, Nottingham, Hairdresser. Feb 10 at 13 at office of Heath, St Peter's Church walk, Nottingham

Lishman, James, and John Lishman, Ryton, Durham, Builders. Feb 16 at 3 at offices of Elsie, Royal arcade, Newcastle-upon-Tyne

Lofthouse, Joel, Leeds, Bookbinder. Feb 19 at 11 at offices of R. Smith and Co, Park row, Leeds. Dibb and Co

Mathews, Edward William, Inkershaw rd, Kentish Town, Builder. Feb 23 at 3 at offices of Alsop, Great Marlborough st

Mathews, Susan Harris, Sloane st, Chelsea, Dealer in Sewing Machines. Feb 16 at 3 at offices of Walls, Walbrook

McKay, Robert, Rochdale, Lancashire, Wine Merchant. Feb 13 at 3 at the Spread Eagle Inn, Cretcham st, Rochdale. Whitehead, Rochdale

Meyburn, Chilton, Union row, Tow-r hill, Gunmaker's Manager. Feb 17 at 2 at offices of Nelson, Essex st, Strand

Mink, Alfred George, Caledonian rd, King's Cross, Draper. Feb 20 at 12 at office of Haggis and Co, King's Cross, Cheapside. Buchanan, Basinghall st

Neill, George, Orchard st, Wandsworth, Baker. Feb 16 at 12 at 44, Cooper's rd, Old Kent rd

Nicholson, George Henry, Manchester, Commission Agent. Feb 10 at 11 at offices of Atkinson and Co, Marsden st, Manchester. Hinde and Co

Puttling, William Henry, High st, King'sland, Baker. Feb 16 at 4 at offices of Abbott, Cambridge terrace, Hyde Park

Osby, George, Basingstoke, Southampton, Glass Dealer. Feb 19 at 3 at office of Hayley, Basingstoke

Osion, George Dunn, West Bromwich, Stafford, Butcher. Feb 16 at 11 at offices of Topham, High st, West Bromwich

Page, John Samuel, Manchester, Picture Dealer. Feb 19 at 2.30 at office of Nuttall and Son, Jackson's row, Albers square, Manchester

Richards, Alfred Oakes, Birmingham, Electro Plate Manufacturer. Feb 19 at 11 at office of Hodgson, Waterloo st, Birmingham

Richards, William, Great College st, Camden Town, Builder. Feb 16 at 11 at office of Rice, Westbourne terrace

Riches, James, Great Yarmouth, Norfolk, Builder. Feb 25 at 12 at office of Coates, Bank place, Norwich

Rison, Richard, Carlisle, Upholsterer. Feb 16 at 2 at office of Wright, Bank st, Carlisle

Rotherham, Christopher Thomas, and Herbert Rotherham, Unston, Derby, Stickie Manufacturers. Feb 13 at 3 at offices of Gee, Fig Tree chambers, Sheffield

Ruffell, John, Euston rd, Licensed Victualler's Assistant. Feb 16 at 2 at 31, Alfred place, Bedford square. Williams

Smit, James, High st, Stratford, Saddler. Feb 13 at 3 at offices of Parker, Pavement, Finsbury

Smie, George, Saloon lane, Limehouse, Boot Manufacturer. Feb 16 at 1 at office of Barrow, Queen st, Cheapside

Smith, Thomas, Middlesborough, York, Tailor. Feb 12 at 3 at offices of Addenbrooke, Zetland rd, Middlesborough

Smith, William Close, Monkwell st, Portmanau Manufacturer. Feb 16 at 2 at offices of Aird, Eastcheap

Spenswick, John Knight, Victoria Park rd, Fancy Jeweller. Feb 16 at 11 at offices of Chorley and Crawford, Moorgate st

Stagg, Henry Troughear, Burton-upon-Trent, Stafford, Music Seller. Feb 17 at 11 at office of Harrison, Horninglow st, Burton-upon-Trent

Stoneham, William, Hastings, Sussex, Fisherman. Feb 14 at 1 at the Law Institution, Chancery lane. Jones, Hastings

Styler, George, West Smithwick, Stafford, Coal Merchant. Feb 17 at 11 at offices of Topham, High st, West Bromwich

Tawell, Samuel, and Thomas White Tawell, Burners st, Oxford st, Lace Manufacturers. Feb 13 at 3 at offices of Mason, Newgate st

Thomas, David, Bryncoelyn Dinas, Glamorgan, Butcher. Feb 14 at 1 at offices of Simons and Plews, Church st, Merthyr Tydfil

Tracy, Anthony Wingfield, Bury St Edmunds, Suffolk, Surgeon Dentist. Feb 16 at 3 at the Guildhall, Bury St Edmunds. Partidge and Greene

Traswell, William, Boughton-under-Blean, Kent, Farmer. Feb 23 at 11 at offices of Gibson, High st, Sittingbourne

Tyner, Richard, Lancashire, Metal Dealer. Feb 18 at 3 at offices of Baxter, Castle st, Liverpool

Vaughan, Edwin, Bristol, Licensed Victualler. Feb 12 at 2 at offices of Beckingham, Broad st, Bristol

Webb, John Langford, Tottenham court rd, Cheesemonger. Feb 18 at 3 at the Guildhall Coffee house, Guildhall. Davis, Cork st

Weld, David, Derby, Draper. Feb 17 at 3 at offices of Leach, Full st, Derby

Williams, John Price, Liverpool, Draper. Feb 18 at 2 at office of Rogers, Lord st, Liverpool. Guffey, Liverpool

Willings, John, York, Boot Dealer. Feb 18 at 13 at the Old George Hotel, Pavement York. Scatchard, Leeds

**MESSRS. DEBENHAM, TEWSON & FARMER S**  
LIST of ESTATES and HOUSES to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rent Charges, House Property and Investments generally, is published on the first day of each month, and may be obtained, free of charge, at their offices, 80, Cheapside, E.C., or will be sent by post in return for two stamps.—Particulars for insertion should be received not later than four days previous to the end of the preceding month.

**ESTATES and HOUSES to be SOLD or LET.**—  
Messrs. VENTOM, BULL, & COOPER'S Monthly Register, containing full particulars of Estates and Farms, Furnished and Unfurnished Houses in town and country, Ground Rents and Investments generally, may be had free on application or by post for one stamp. Owners having properties for disposal are invited to send full particulars to the Auction and Estate Agency Offices, 8, Bucklersbury, E.C.

**In Liquidation.**—By Order of the Trustees and Committee of Inspection. The valuable old Policies of Assurance in the Scottish Widows' Fund for £3,000 and £2,000 respectively, with bonus additions, amounting to £2,790, and very large expected further bonus, valuable Absolute Reversions to £1,900 New Three per Cent., and £64 per annum in Red Sea Annuities; the Life Interest of a Gentleman in a Copyhold House on Barnes Green, let at £70 per annum; and a contingent Life Interest in the sums of £4,000 and £1,400.

**MESSRS. VENTOM, BULL, & COOPER will**  
SELL by AUCTION, at the MART, Tokenhouse-yard, on TUESDAY, FEBRUARY 17, at TWELVE for ONE o'clock, the FOLLOWING INTERESTS:—

Lot 1. A Policy of Assurance in the Scottish Widows' Fund effected on the life of a gentleman now aged 67, for £3,000, with bonus additions amounting to £1,680. Annual premium £82 2s. 6d.

Lot 2. A Policy of Assurance in the same office and on the same life, for £2,000, with bonus additions amounting to £1,120. Annual premium £34 15s.

A further bonus will be declared in May on the above Policies, which is anticipated will be of very large amount.

Lot 3. The Absolute Reversion to £1,900 New Three per Cent., receivable on the death without issue of a lady now aged 64.

Lot 4. The Absolute Reversion to £64 in Red Sea Annuities, terminable in 1902, and subject to the same life.

Lot 5. The Life Interest of a gentleman now aged 67, during the joint lives of himself and his wife now aged 59, in a copyhold house on Barnes Green now let at £70 per annum.

Lot 6. A Contingent Life Interest of a gentleman now aged 67, subject to his surviving a lady now aged 58, in the sums of £4,000 and £1,400 invested upon Mortgage of a Freehold Estate.

Particulars and conditions of sale may be had of Messrs. LAWRENCE, PLEWS, & BOYER, Solicitors, 14, Old Jewry Chambers; of Messrs. C. F. KEMP, FORD, & Co., Accountants, 8, Walbrook; at the Mart; and of the Auctioneers, 8, Bucklersbury, E.C.

A valuable Policy of Assurance in the Standard Life Assurance Company.

**MESSRS. VENTOM, BULL, & COOPER will**  
SELL by AUCTION, at the MART, Tokenhouse-yard, on TUESDAY, FEBRUARY 17th at TWELVE for ONE o'clock, a POLICY of ASSURANCE for £700, effected on the life of a gentleman now aged 79, in the Standard Life Assurance Company. Annual premium £23 14s. 8d.

Particulars and conditions of sale may be had as in preceding advertisement.

To Barristers, Solicitors, and others.—Gray's Inn-square.—A suite of convenient Chambers, comprising four good rooms and usual accommodation, on the second floor of No. 11, Gray's Inn-square, held for an unexpired term of about 28 years (and having been renewed from time to time may be considered as equal to freehold) from the Honourable Society of Gray's Inn, subject to their rules and regulations, and now let at the inadequate rent of £40 per annum.

**MESSRS. VENTOM, BULL, & COOPER will**  
SELL the above by AUCTION, at the AUCTION MART, Tokenhouse-yard, on TUESDAY, FEBRUARY 17th, at TWELVE for ONE o'clock.

Particulars and conditions of sale may be had as in preceding advertisement.

Two valuable Patents.

**MESSRS. VENTOM, BULL, & COOPER will**  
SELL by AUCTION, at the MART, Tokenhouse-yard, on TUESDAY, FEBRUARY 17th, at TWELVE for ONE o'clock, the valuable PATENT, known as the Anti-Mildew Grain and Seed Protector, invented by Mr. Jean M. Joannides, for protecting grain and seed from the damaging effects of close storing in ships and granaries, and which cause heavy losses annually to shippers, merchants, and others; also a Patent in the apparatus invented by Mr. Jean M. Joannides and Mr. L. M. Adutt, for ventilating, protecting, and preserving goods when packed. The apparatuses have both been practically tested, and have fully realised the sanguine expectations formed of them by most eminent and scientific authorities.

Particulars and conditions of sale may be had of H. MONTAGUE Esq., Solicitor, 3, Bucklersbury; of H. J. COBURN, Esq., 54, Leadenhall-street; and of the Auctioneers, 8, Bucklersbury, E.C.

**IMPROVED and ECONOMIC COOKERY.**—Use LIEBIG COMPANY'S EXTRACT OF MEAT as "stock" for beef-tea, soups, made dishes and sauces; gives fine flavour and great strength. Invariably adopted in households when fairly tried. CAUTION.—Genuine only with Baron Liebig's facsimile across label.

**FUNERAL REFORM.**—The exorbitant items of the Undertaker's bill have long operated as an oppressive tax upon all classes of the community. With a view of applying a remedy to this serious evil the LONDON NECROPOLIS COMPANY, when opening their extensive cemetery at Woking, held themselves prepared to undertake the whole duties relating to interments at fixed and moderate scales of charge, from which survivors may choose according to their means and the requirements of the case. The Company also undertakes the conduct of Funerals to other cemeteries, and to all parts of the United Kingdom. A pamphlet containing full particulars may be obtained, or will be forwarded, upon application to the Chief Office, 3 Lancaster-place, Strand, W.C.



## LONDON AND COUNTY BANKING COMPANY.

ESTABLISHED IN 1836,

And incorporated in 1874 under "The Companies Act, 1862."

SUBSCRIBED CAPITAL, £3,000,000,

In 60,000 Shares of £50 each.

PAID-UP CAPITAL .....	£1,199,890	£1,200,000
Instalments unpaid .....	110	
RESERVE FUND (paid up) ...	£599,945	
Instalments unpaid .....	£55	
		£600,000

## DIRECTORS.

Nathaniel Alexander, Esq.	Edw. Harbord Lushington, Esq.
Thos. Tyringham Bernard, Esq.	James Morley, Esq.
Thomas Stock Cowie, Esq.	William Nicol, Esq.
Frederick Francis, Esq.	Abm. Hodgson Phillpotts, Esq.
Frederick Harrison, Esq.	James Duncan Thomson, Esq.
William Champion Jones, Esq.	Frederick Youle, Esq.

JOINT GENERAL MANAGERS—William McKean, Esq., and Whitbread Tomson, Esq.

CHIEF INSPECTOR—W. J. Norfolk, Esq.

CHIEF ACCOUNTANT—James Gray, Esq.

SECRETARY—George Gough, Esq.

HEAD OFFICE—21, LOMBARD STREET.

MANAGER—Whitbread Tomson, Esq.

ASSISTANT MANAGER—William Howard, Esq.

At the ANNUAL GENERAL MEETING of the Proprietors, held on Thursday, the 9th February, 1874, at the City Terminus Hotel, Cannon-street Station.

The following Report for the half-year ended the 31st December, 1873, was read by the Secretary.

FREDERICK FRANCIS, Esq., in the Chair.

The Directors, in submitting to the Proprietors the Balance-sheet of the Bank for the half-year ended on 31st December last, have the pleasure to report that after paying interest to customers and all charges, allowing for rebate and making provision for bad and doubtful debts, the net profits amount to £148,706 2s. 6d. This sum, added to £20,189 10s. 9d. brought from the last account, produces a total of £168,895 13s. 3d.

In view of supplying additional accommodation to meet the increasing requirements of the business of the Bank, the Directors have transferred £15,000 to the credit of the premises account.

The Directors recommended the payment of a Dividend of 10 per cent. for the half-year, free of income tax, which will absorb £19,978; and that the balance of £23,917 13s. 3d. that will then remain be carried forward to Profit and Loss New Account.

The present Dividend, added to that paid to 30th June, will make 20 per cent. for the year 1873.

The Directors announce with regret the death of William Jardine, Esq., one of the Auditors of the Bank; the vacancy thus arising it is in the power of the Meeting to fill up.

The Directors retiring by rotation are:—Thomas Stock Cowie, Esq., Frederick Francis, Esq., and Frederick Harrison, Esq., who, being eligible, offer themselves for re-election.

In consequence of the continued increase in the business of the Company, the Directors recommend that the 15,000 Shares already authorised at previous meetings to be issued, be offered rateably amongst the Proprietors whose names shall appear on the Share Register of the Company on 31st March next, such Shares to be issued at £30 each, being a premium of £10 per Share. A Resolution to this effect will be submitted to the Meeting.

Acting on the Resolution of the Proprietors passed at the last Half-Yearly Meeting, and confirmed at an Extraordinary Meeting held on 31st August, the Directors have effected the Registration of this Company under "The Companies Act, 1862," and the Bank is now a Corporation having perpetual succession and a common seal.

The Dividend, amounting to £2 per Share, free of income tax, will be payable at the Head Office, or at any of the Branches, on or after Monday, the 16th instant.

## BALANCE SHEET OF THE LONDON AND COUNTY BANKING COMPANY, 31st DECEMBER, 1873.

Dr.	£	s.	d.	£	s.	d.
To Capital .....	1,200,000	0	0			
To Instalments unpaid .....	110	0	0			
				1,199,890	0	0
To Reserve Fund .....	600,000	0	0			
To Instalments unpaid .....	55	0	0			
				599,945	0	0
To Amount due by the Bank for Customers' Balances, &c. ....	18,077,869	18	4			
To Liabilities on Acceptances, covered by securities .....	4,070,306	4	4			
				22,148,175	2	8
To Profit and Loss Balance brought from last Account .....	30,189	10	9			
To Gross Profit for the Half-year, after making provision for bad and doubtful debts .....	438,874	10	4			
				459,064	1	1
Less amount transferred to premises acc. int. ....	25,000	0	0			
				434,064	1	1
				£24,382,074	3	9
Or.	£	s.	d.	£	s.	d.
Cash on hand at Head Office and Branches, and with Bank of England ..	2,552,220	16	9			
By Cash placed at Call and at Notice, covered by securities .....	2,656,494	16	11			
				5,208,715	13	0

## Investments, viz.:—

By Government and Guaranteed Stocks .....	1,711,250	6	9
By Other Stocks and Securities .....	105,995	18	3
			1,817,246 5 0
By Discounted Bills, and Advances to Customers in Town and Country ..	12,764,047	14	4
By Liabilities of Customers for Drafts accepted by the Bank (as per contra) ..	4,070,306	4	4
			16,834,353 18 8
By Freehold Premises in Lombard-street and Nicholas-lane, Freehold and Leasehold Property at the Branches, with Fixtures and Fittings .....	306,169	9	1
Less amount transferred from profit and loss .....	25,000	0	0
			281,169 9 1
By Interest paid to Customers .....			122,030 4 0
By Salaries and all other Expenses at Head Office and Branches, including Income Tax on Profits and Salaries .....			117,858 13 4
			£24,382,074 3 9

## Dr. PROFIT AND LOSS ACCOUNT.

To Interest paid to Customers, as above .....	£122,030	4	0
To Expenses .....	117,858	13	4
To Rebate on Bills not due, carried to New Account ..	50,379	10	6
To Dividend of 10 per cent. for Half-year .....	119,978	0	0
To Transferred to the Credit of Premises account ..	25,000	0	0
To Balance carried forward .....	23,917	13	3
	£459,064	1	1
Cr.			
By Balance brought forward from last account .....	£20,189	10	9
By Gross Profit for the Half-year, after making provision for bad and doubtful debts .....	438,874	10	4
	£459,064	1	1

We, the undersigned, have examined the foregoing balance-sheet, and have found the same to be correct.

(Signed) WILLIAM NORMAN, } Auditors.  
RICHARD H. SWAINE, }

London and County Bank, 29th January, 1874.

The foregoing report having been read by the Secretary, the following resolutions were proposed, and unanimously adopted:—

1. That the report be received and adopted, and printed for the use of the shareholders.
2. That a dividend of 10 per cent., free of income tax, be declared for the half-year ended the 31st of December, 1873, payable on and after Monday, the 16th instant, and that the balance of £23,917 13s. 3d., be carried forward to profit and loss new account.
3. That the 15,000 shares in the share capital of the Company already authorised, be offered rateably amongst the proprietors who shall appear registered in the books of the Company on the 31st March next, such shares to be issued at a premium of £10 per share, and on the following terms and conditions:—

## 1. That payments be made as follow:—

£7 10s. per share on the 1st June, 1874.	
£7 10s. " " 1st December, 1874.	
£7 10s. " " 1st June, 1875.	
£7 10s. " " 1st December, 1875.	

2. That £5 of each payment shall be on account of capital, and the remaining £2 10s. of each payment shall be taken on account of the premium and added to the reserve fund.

3. That such payments, both on account of capital and of premium, shall be interest after the rate of 5 per cent. per annum until the 31st December, 1875, payable as hereinafter mentioned, from which date the payments on account of capital only shall be entitled to receive dividends after the same rate as the other capital stock of the Company.

4. That instalments in arrear shall be charged with interest at the rate of 10 per cent. per annum, to be paid with such instalments.

5. That any instalment paid in anticipation shall not be entitled to interest until the date when such instalment becomes payable.

6. That the holder of scrip certificates (the instalments due thereon having been paid) shall be entitled to receive in respect of each Share—

On the 1st of March, 1875, the sum of £0 5s. 0d. } being interest  
And on the 1st of March, 1876, the sum of £1 0s. 0d. } at the rate  
of 5 per cent.  
per annum.

7. That on the 1st of March, 1876, the scrip certificates (all payments thereon having been made) shall be brought in for registration, when a certificate for the relative number of shares shall be given in exchange in favour of the person whose name in full, quality, and address shall be subscribed upon them, on the same being lodged at the London and County Bank, 21, Lombard-street, and the Deed of Settlement of the Company being signed.

4. That Thomas Stock Cowie, Frederick Francis, and Frederick Harrison, Esquires, be re-elected Directors of this Company.

5. That William Norman, Richard Hinds Swaine, and Stephen Symonds, Esquires, be elected auditors for the current year, and that the thanks of this Meeting be presented to the two former for their services during the past year.

6. That the thanks of this meeting be given to the Board of Directors for the able manner in which they have conducted the affairs of the Company.

7. That the thanks of this meeting be presented to the General